



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं. 18]

नई दिल्ली, शनिवार, मई 4, 1996/वैशाख 14, 1918

No. 18]

NEW DELHI, SATURDAY, MAY 4, 1996/VAISAKHA 14, 1918

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिसमें कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministry of the Government of India  
(Other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(विधि कार्य विभाग)

(न्यायिक अनुभाग)

सूचना

नई दिल्ली, 15 अप्रैल, 1996

MINISTRY OF LAW, JUSTICE AND  
COMPANY AFFAIRS

(Department of Legal Affairs)

(Judicial Section)

NOTICE

New Delhi, the 15th April, 1996

का. आ. 1315.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में  
सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री सुभाष चन्द जिंदल  
एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक  
आवेदन इस बात के लिए दिया है कि उसे यमुना नगर जिला (हरियाणा)  
में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार  
का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप  
से मेरे पास भेजा जाए।

S.O. 1315.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh Subhash Chand Jindal, Advocate for appointment as a Notary to practise in Distt. Yamuna Nagar (Haryana).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[सं. का. 5 (85)/96 - न्यायिक]

पी. सी. कन्नन, सक्षम प्राधिकारी

[No. F. 5(85)/96-Judl.]

P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 15 अप्रैल, 1996

का. आ. 1316.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री चन्द्रपाल सिंह, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे गाजियाबाद (उत्तर प्रदेश) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फा. 5 (86)/96 - न्यायिक]  
पी. सी. कण्णन, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 15th April, 1996

S.O. 1316.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh Chander Pal Singh, Advocate for appointment as a Notary to practise in Ghaziabad (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(86)|89-Judl.]  
P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 15 अप्रैल, 1996

का. आ. 1317.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री ओम प्रकाश शर्मा, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जयपुर (राजस्थान) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फा. 5 (87)/96 - न्यायिक]  
पी. सी. कण्णन, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 15th April, 1996

S.O. 1317.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh Om Prakash Sharma, Advocate for appointment as a Notary to practise in Jaipur (Rajasthan).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(87)|96-Judl.]  
P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 15 अप्रैल, 1996

का. आ. 1318.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री ए अब्दुल कायम एडवोकेट उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे तंजावूर जिला (तमिलनाडु) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फा. 5 (88)/96-न्यायिक]  
पी. सी. कण्णन, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 15th April, 1996

S.O. 1318.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. A. Abdul Kaiyum, Advocate for appointment as a Notary to practise in Thanjavur (Tamil Nadu).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(88)|96-Judl.]  
P. C. KANNAN, Competent Authority

## सूचना

नई दिल्ली, 17 अप्रैल, 1996

का. आ. 1319.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे गाजियाबाद (उत्तर प्रदेश) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फा. 5 (92)/96-न्यायिक]  
पी. सी. कण्णन, सक्षम प्राधिकारी

## NOTICE

New Delhi, the 17th April, 1996

S.O. 1319.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Shiv Kumar Gupta, Advocate for appointment as a Notary to practise in Ghaziebad (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5 (92)|96-Judl.]  
P. C. KANNAN, Competent Authority

**सूचना**

नई दिल्ली, 17 अप्रैल, 1996

का.आ. 1320.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री देवेन्द्र परकाश सिंहल, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे संगरूर (पंजाब) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[पं. फा 5(91)/96-न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

**NOTICE**

New Delhi, the 17th April, 1996

S.O. 1320.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Sh. Devender Parkash Singal, Advocate for appointment as a Notary to practise in Sangrur (Punjab).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5 (91)/96-Judl.]

P. C. KANNAN, Competent Authority

**सूचना**

नई दिल्ली, 17 अप्रैल, 1996

का.आ. 1321.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री मोहम्मद अहमद सिद्दीकी, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे नया गाजियाबाद (उत्तर प्रदेश) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपेक्ष इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप से मेरे पास भेजा जाए।

[सं. फा 5(93)/96-न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

**NOTICE**

New Delhi, the 17th April, 1996

S.O. 1321.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Mohammed Ahmad Siddiqui, Advocate for appointment as a Notary to practise in New Ghaziabad (U.P.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 5(93)/96-Judl.]

P. C. KANNAN, Competent Authority

**गृह मंत्रालय**

नई दिल्ली, 16 अप्रैल, 1996

का.आ. 1322.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप उन्हें एतद्द्वारा अधिसूचित करती है ;

1. अपर पुलिस उप महानिरीक्षक का कार्यालय, ग्रुप सेंटर के. रि. पु. बल, शिवपुरी मध्य प्रदेश।

1. कमांडेंट का कार्यालय, 93वीं बटालियन, केन्द्रीय रिजर्व पुलिस बल।

3. कमांडेंट का कार्यालय, 117वीं बटालियन, केन्द्रीय रिजर्व पुलिस बल।

[संख्या 12017/1/95-हिन्दी]

के.सी. कपूर, निदेशक

**MINISTRY OF HOME AFFAIRS**

New Delhi, the 16th April, 1996

S.O. 1322.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80 percent :—

1. Office of the Additional D.J.G. of police Group Centre, Central Reserve Police Force, Shivpuri (Madhya Pradesh).

2. Office of the Commandant—93rd Battalion, Central Reserve Police Force.

3. Office of the Commandant—117th Battalion, Central Reserve Police Force.

[No. 12017/1/95-Hindi]

K. C. Kapoor, Director

**कर्मिक लो शिकायन तथा पेंशन मंत्रालय**

(कर्मिक और प्रशिक्षण विभाग)

आदेश

नई दिल्ली, 17 अप्रैल, 1996

का. आ. 1323—केन्द्रीय सरकार, दिल्ली विशेष पुलिस की स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रवर्तन शक्तियों का प्रयोग करते

हुए, असम सरकार की सहमति से, जो पोलिटिकल, (ए) विभाग अधिसूचना सं. पी. एल. ए. 201/95/पी. टी./34-दिसपुर, तारीख 12-1-1996 द्वारा की गई थी, आतंकवादी और विध्वंसकारी क्रियाकलाप (निवारण) अधिनियम, 1987 (1987 का अधिनियम सं. 25) की धारा 3 और धारा 4 के साथ पठित भारतीय बंद संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 448, धारा 365 के अधीन दंडनीय अपराधों और अभियेक वर्मा पुत्र श्री पी. पी. वर्मा, आयुक्त और सचिव, असम सरकार के अपहरण के लिए असम राज्य के जिला गुवाहटी शहर में हरिष्ट पुलिस स्टेशन में रजिस्ट्रीकृत एक. आई. आर. सं. 54/95, तारीख 8-3-95 के संबंध में वैरो ही या उनसे संबंधित तथ्यों से उद्भूत होने वाले संभव्यवाद के क्रम में किए गए किसी (किन्हीं) अन्य अपराध (अपराधों) की बाबत या उनसे संसक्त प्रयत्नों, दुष्परणों और षड्यंत्रों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार संपूर्ण असम राज्य में करती है।

[संख्या 228/63/95-ए सी-11]

एस. सीदर राजन, अवर सचिव

# MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES & PENSIONS

(Department of Personnel &amp; Training)

## ORDER

New Delhi, the 17th April, 1996

S.O. 1323.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the Government of Assam, Political (A) Department Notification No. PLA. 201/95/Pt/34-Dispur dated 12-1-1996, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for the investigation of the offences punishable under sections 448, 365 of the Indian Penal Code, 1860 (Act No. 45 of 1860) read with sections 3, 4 of Terrorist and Disruptive Activities (Prevention) Act, 1987 (Act No. 28 of 1987) and any attempts, abetments and conspiracies in relation to or in connection with the said offences and any other offences committed in the course of the same transaction or arising out of the same fact or facts in regard to FIR No. 54/95 dated 8-3-1995 registered at Police Station Basistha District Guwahati City in the State of Assam relating to kidnapping of Abhishek Verma s/o P. P. Verma, Commissioner and Secretary, Government of Assam.

[No. 228/63/95-AVD, II]

S. SOUNДАР RAJAN, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 9 अप्रैल, 1996

स्टाम्प

का.आ. 1324.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. सारदा प्लाष्टवुड

इंडस्ट्रीज लिमिटेड, कलकत्ता की केवल दो लाख पच्चीस हजार रुपये का समेकित स्टाम्प शुल्क भ्रमा करने की अनुमति देती हैं जो कि मै. सारदा प्लाष्टवुड इंडस्ट्रीज लिमिटेड, कलकत्ता द्वारा जारी किए गए/ किए जाने वाले तीन करोड़ रुपये के समग्र मूल्य के एक सौ रुपये सम-मूल्य के अंकित मूल्य वाले 000001 से 300000 तक की विशिष्ट संख्या के 20% सुरक्षित विमोच्य अर्थात् स्वतन्त्र ऋणपत्रों पर स्टाम्प शुल्क के कारण प्रभाय है और भारत सरकार, वित्त मंत्रालय, राजस्व विभाग की 16 फरवरी, 1996 की अधिसूचना सं. सा.आ. 622 में 16 फरवरी, 1996 से निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “दो लाख पचास हजार” शब्द को लिए, “दो लाख पच्चीस हजार” शब्द प्रतिस्थापित किए जायेंगे।

[सं. 34/96/स्टा-फा.स. 15/4/96-बि.क.]

एस. कुमार, अवर सचिव

# MINISTRY OF FINANCE

(Department of Revenue)

## ORDER

New Delhi, the 9th April, 1996

## STAMPS

S.O. 1324.—In exercise of the powers conferred by clause (a) of sub-section (1) of the Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Sarda Plywood Industries Limited, Calcutta to pay consolidated Stamp Duty of rupees two lakh twenty five thousand only chargeable on account of the Stamp Duty on 20 per cent Secured Redeemable Non-Convertible Debentures bearing distinctive numbers 000001 to 300000 of the face value of rupees one hundred at par of the aggregate value of rupees three crores issued to be issued by M/s. Sarda Plywood Industries Limited, Calcutta and makes the following amendment in the notification of the Government of India in the Ministry of Finance, Department of Revenue No. S.O. 622 dated 16th February, 1996 with effect from 16th February, 1996 namely :—

In the said notification for the words “two lakhs fifty thousand”, the words “two lakhs twenty five thousand” shall be substituted.

[No. 34/96-Stamps-F. No. 15/4/96-ST.]

S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 11 अप्रैल 1996

स्टाम्प

का.आ. 1325.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा वह शुल्क माफ करती है जो कि पावर ग्रिड कारपोरेशन आफ इंडिया लिमिटेड, नई दिल्ली द्वारा दिनांक 1 सितम्बर, 1995 को आवंटित किए गए मात्र एक सौ बीस करोड़ रुपये के कुल मूल्य के एक-एक हजार रुपये मूल्य के सी-1160001 से सी-2500000 तक की विशिष्ट संख्या वा

16.25% कराधेय पावर ग्रिड बॉन्ड-तृतीय सिंगम (ii-ट्रेन्च) के रूप में वर्णित कराधेय प्रतिभूत, गैर-संचयी, प्रोमिजरी नोटों पर उक्त अधिनियम के तहत प्रभार्य है।

[मं. 32/96-स्टाम्प-फा.सं. 14/11/96-बि.क]

एस. कुमार, अवर सचिव

### ORDER

New Delhi, the 11th April, 1996

### STAMPS

S.O. 1325.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the taxable, secured, non-cumulative, redeemable bonds in the nature of promissory notes described as 16.25 per cent Taxable Powergrid Bonds-III Issue (II-Tranche) bearing distinctive numbers C-1160001 to C-2500000 of the value of rupees one thousand each aggregating to rupees one hundred thirty four crores only allotted on 1st September, 1995 by the Power Grid Corporation of India Limited, New Delhi are chargeable under the said Act.

[No. 32/96-Stamp-F. No. 14/11/96-ST.]

S. KUMAR, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 12 अप्रैल, 1996

का.भा. 1326.—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकोण उपबंध) स्कीम 1970 के खण्ड 3 और खण्ड 8 के उपखण्ड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप धारा 3 के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा श्री बी. लीलाधर, वर्तमान महाप्रबंधक, कॉर्पोरेशन बैंक को उच्चतम न्यायालय के 1994 के सी० ए० सं० 4635 के अन्तिम निर्णय के अध्याधीन उनके कार्यभार ग्रहण करने की तारीख से पांच वर्ष की अवधि के लिए बैंक आफ महाराष्ट्र के पूर्णकालिक निदेशक (कार्यपालक निदेशक के रूप में पदनामित) नियुक्ति करती है।

[फा सं. 9/14/95-बी.ओ. I]

सुधीर भार्गव, निदेशक

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 12th April, 1996

S.O. 1326.—In exercise of the powers conferred by clause (a) of sub-section 3 of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read

with clause 3 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Sh. V. Leeladhar, presently General Manager, Corporation Bank as a whole time director (designated as the Executive Director) of Bank of Maharashtra for a period of five years from the date of his taking charge, subject to the final decision of the Supreme Court in CA No. 4635 of 1994.

[F. No. 9/14/95-BO.I]

SUDHIR BHARGAVA, Director

नई दिल्ली, 16 अप्रैल, 1996

का. भा. 1327.—भारतीय स्टेट बैंक (अनुषंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 25 की उपधारा (1) के खण्ड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों के निदेशक नामित करती है:—

### सारणी

1	2	3
स्टेट बैंक आफ मैसूर	श्री बी. पी. भारद्वाज श्री ए. एम. सीतारामन अवर सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग, बैंकिंग प्रभाग, नई दिल्ली।	
स्टेट बैंक आफ सौराष्ट्र	श्री बी. एस. तारायणन अवर सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग, बैंकिंग प्रभाग, नई दिल्ली।	श्री बी. एल. सचदेव
स्टेट बैंक आफ त्रावणकोर	श्री एम. एस. सीतारामन अवर सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग, बैंकिंग प्रभाग, नई दिल्ली।	श्री बी. पी. भारद्वाज

[फा सं. 9/3/96-बी. ओ. I(iii)]

सुधीर भार्गव, निदेशक

New Delhi, the 16th April, 1996

S.O. 1327.—In exercise of the powers conferred by clause (c) of sub-section (1) of section 25 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government hereby nominates the persons specified in column (2) of the Table below as Directors of the Subsidiary Banks

of the State Bank of India specified in column (1) thereof in place of the persons specified in column (3) of the said Table :—

नई दिल्ली, 16 अप्रैल, 1996

TABLE

(1)	(2)	(3)
State Bank of Mysore	Shri V.P. Bhardwaj, Under Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi.	Shri M. S. Seetharaman
State Bank of Saurashtra	Shri B.A. Narayanan, Under Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi.	Shri B.L. Sachdeva
State Bank of Travancore	Shri M.S. Setharaman, Under Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi.	Shri V. P. Bhardwaj

[F. No. 9/3/96-B.O.(iii)]

SUDHIR BHARGAVA, Director

नई दिल्ली, 16 अप्रैल, 1996

का. आ. 1328—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा 3 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री जी. आर. सुमन, उप सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) को सुधी मोना शर्मा के स्थान पर कॉर्पोरेशन बैंक में निदेशक के रूप में नामित करती है।

[न. एफ. 9/3/96-बीओ I (ii)]

सुधीर भार्गव, निदेशक

New Delhi, the 16th April, 1996

S.O. 1328.—In exercise of the powers conferred by clause (b) of sub-section 3 of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby nominates Shri G. R. Summan, Deputy Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi, as a Director of Corporation Bank vice Kum. Mona Sharma.

[F. No. 9/3/96-BO.I(ii)]

SUDHIR BHARGAVA, Director

का. आ. 1329—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उप खण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा 3 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा नीचे दी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को, उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों के निदेशक नामित करती है :—

सारणी

1	2	3
इलाहाबाद बैंक	डा. तरुण दाम परामर्शदाता वित्त मंत्रालय आर्थिक कार्य विभाग, आर्थिक प्रभाग, नई दिल्ली।	श्री अरविंद विरमानी
राजव नेशनल बैंक	डा. आरविंद विरमानी परामर्शदाता, वित्त मंत्रालय, आर्थिक कार्य विभाग, आर्थिक प्रभाग, नई दिल्ली।	श्री एन. एन. मुखर्जी
युनाइटेड बैंक ऑफ इण्डिया	डा. के. सी. एन. माथुर निदेशक, वित्त मंत्रालय, आर्थिक कार्य विभाग बैंकिंग प्रभाग, नई दिल्ली।	श्री डी. सी. गुप्ता

[एफ. नं. 9/3/96-बी.ओ.-I (i)]

सुधीर भार्गव, निदेशक

New Delhi, the 16th April, 1996.

S.O. 1329.—In exercise of the powers conferred by clause (b) of sub-section 3 of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme 1970, the Central Government hereby nominates the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table :—

TABLE

(1)	(2)	(3)
Allahabad Bank	Dr. Tarun Das, Economic Adviser, Ministry of Finance, Department of Economic Affairs, Economic Division, New Delhi.	Shri Arvind Virmani

1	2	3
Punjab National Bank	Dr. Arvind Virmani, Adviser, Ministry of Finance, Department of Economic Affairs, Economic Division, New Delhi.	Shri N.N. Mookerjee
United Bank of India	Dr. K.B.L. Mathur, Director, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi.	Shri D.C. Gupta

[F. No. 9/3/96-BO.I(i)]  
SUDHIR BHARGAVA, Director

कार्यालय आयुक्त, केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क  
अधिसूचना संख्या 65/96  
इन्दौर, 28 मार्च, 1996

का. घा. 1330—आयुक्त कार्यालय, केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क इन्दौर के निम्नलिखित समूह "ख" अधिकारी नियुक्त आयु प्राप्त करने पर उनके नाम के आगे दर्शाए गए दिनांक से शासकीय सेवा से निवृत्त हुए।

क्रम सं. अधिकारी का नाम	पद का नाम	नियुक्त आयु प्राप्त करने पर सेवा निवृत्ति की तारीख
01. श्री एम.के. मक्सेना	अधीक्षक	31-12-95 (अपरान्त)
02. श्री एस सी मक्सेना	अधीक्षक	31-01-96 (अपरान्त)
03. श्री के. के. जैन	अधीक्षक	29-02-96 (अपरान्त)

[फा. सं. II (3)9 -गोप/93/18766]  
गोविन्दन शें. तंपी, आयुक्त

OFFICE OF THE COMMISSIONER OF CENTRAL  
EXCISE & CUSTOMS

NOTIFICATION NO. 65/96

Indore, the 28th March, 1996

S. O. 1330.—The following Group 'B' Officers of Office of the Commissioner of Central Excise & Customs, Indore

having attained the age of superannuation retired from Govt. service from the dates as shown against their names :—

S. No.	Name of the Officer	Designation	Dt. of retirement on superannuation
1	2	3	4
01.	Shri S.K. Saxena	Superintendent	31-12-95(AN)
02.	Shri S.C. Saxena	Superintendent	31-01-96(AN)
03.	Shri K.K. Jain	Superintendent	27.02-76 (AN)

[F. No. II(3)6-Con/93/18766]  
GOVINDAN S. TAMPI, Commissioner

अधिसूचना संख्या 64/96

इन्दौर, 28 मार्च, 1996

का. घा. 1331—आयुक्त कार्यालय, केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क इन्दौर के निम्नलिखित समूह "क" अधिकारी नियुक्त आयु प्राप्त करने पर उनके नाम के आगे दर्शाए गए दिनांक से शासकीय सेवा से निवृत्त हुए—

क्रम सं. अधिकारी का नाम	पदनाम	नियुक्त आयु प्राप्त करने पर सेवा निवृत्ति की तारीख
01. श्री टी. आर. कुरील	सहायक आयुक्त	31-10-95 (अपरान्त)
02. श्री सी.बी. राय	सहायक आयुक्त	30-11-95 (अपरान्त)
03. श्री आर.डी. जोशी	सहायक आयुक्त	31-01-96 (अपरान्त)

[फा. सं. II (3)9 - गोप/93/18738]

गोविन्दन शें. तंपी, आयुक्त

NOTIFICATION No. 64/96

Indore, the 28th March, 1996

S.O.1331.—The following Group 'A' Officers of Office of the Commissioner of Central Excise Customs, Indore having attained the age of superannuation retired from Govt. service from the dates as shown against their names :—

S. No.	Name of the Officer	Designation	Date of retirement on superannuation
01.	Shri T.R. Kureel	Asstt. Commissioner	31-10-95 (AN)
02.	Shri C.B. Rai	Asstt. Commissioner	30-11-95 (AN)
03.	Shri R.D. Joshi	Asstt. Commissioner	31-01-96 (AN)

[F. No. II(3)9-Con/93/18738]  
GOVINDAN S. TAMPI, Commissioner

## मासिक संसाधन विकास मंत्रालय

(संस्कृति विभाग)

भारतीय पुरातत्व सर्वेक्षण

नई दिल्ली, 18 अप्रैल, 1996

(पुरातत्व)

का.आ. 1332,—केन्द्रीय सरकार की यह राय है कि हमने उपाखण्ड अनुसूची में विनिर्दिष्ट प्रति सम्पारक राष्ट्रीय महत्त्व का है।

अतः, अब केन्द्रीय सरकार प्राचीन सम्पारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन सम्पारक को राष्ट्रीय महत्त्व का घोषित करने के लिये आणव की दो मास की सूचना देती है।

ऐसे किसी आक्षेप पर, जो उक्त प्राचीन सम्पारक में हितवत् किसी व्यक्ति से इस अधिसूचना के रजव में जारी किए जाने की तारीख से दो मास की अवधि के भीतर प्राप्त होवे, केन्द्रीय सरकार विचार करेगी। आक्षेप, महानिदेशक, भारतीय पुरातत्व सर्वेक्षण, आणव, नई दिल्ली 110011 के पते पर भेजे जाएं।

## अनुसूची

राज्य	जिला	तहसील	परिक्षेत्र	समारक/स्थल का नाम	संरक्षण के अन्तर्गत सम्मिलित किए जाने वाली संख्या	क्षेत्र (हेक्टर में)	स्वामित्व	सीमाएं
1	2	3	4	5	6	7	8	9
हरियाणा	करनाल	असंध	अपाध (मनवान)	जरासंध के किले के रूप में ज्ञात कुशाप। स्तूप	खसरा सं. 537 भाग	3560 65 वर्ग मी. या 0.356 हेक्टर	आजादी के (हरियाणा सरकार)	उत्तर : खसरा सं. 537 भाग पूर्व : खसरा सं. 537 भाग दक्षिण : खसरा सं. 537 भाग पश्चिम : खसरा सं. 537 भाग

(नीचे उद्धृत स्थल प्लान)

[फा.सं. 2/23/92-एस]  
अविनाश चन्द्र श्रीवर, निदेशक (प्रशासन)

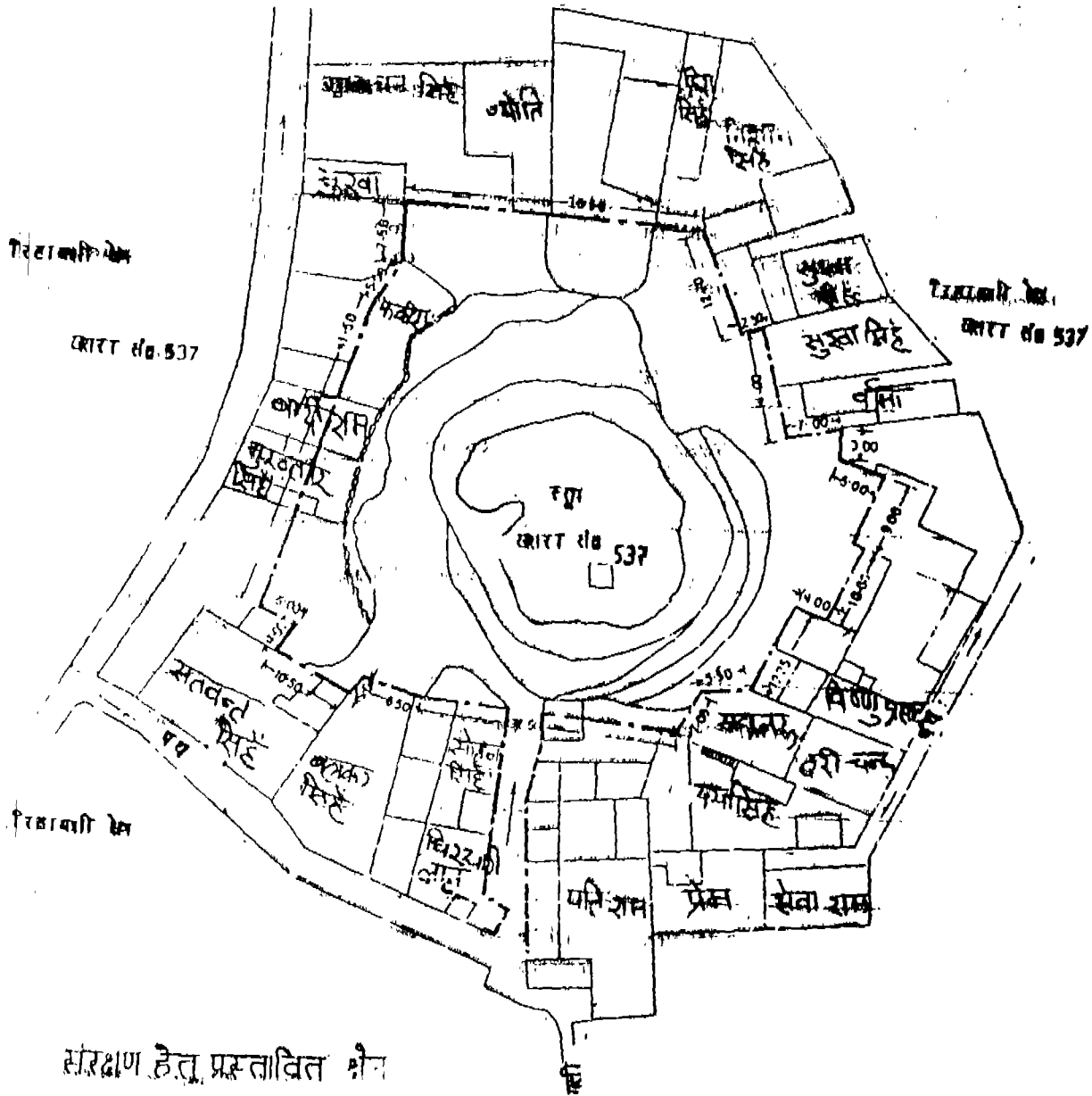


# कुशाण स्तूप का स्थल मानचित्र, असंध (समथान) जिला करनाल (हरियाणा)

5 0 5 15 25 मी.टर



संख्या: 537



## MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Culture)

## ARCHAEOLOGICAL SURVEY OF INDIA

New Delhi, the 18th April, 1996

(ARCHAEOLOGY)

S.O. 1332:—Whereas the Central Government is of the opinion that the ancient monuments specified in the Schedule annexed to this notification is of national importance;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives notice of its intention to declare the said ancient monuments to be of national importance.

Any objection to the declaration of the said monuments to be of national importance, which may be received within the period of sixty days from the date of issue of this notification in the Official Gazette from any person interested in the said ancient monuments will be taken into consideration by the Central Government. The objection may be sent to the Director General, Archaeological Survey of India, New Delhi-110011.

## SCHEDULE

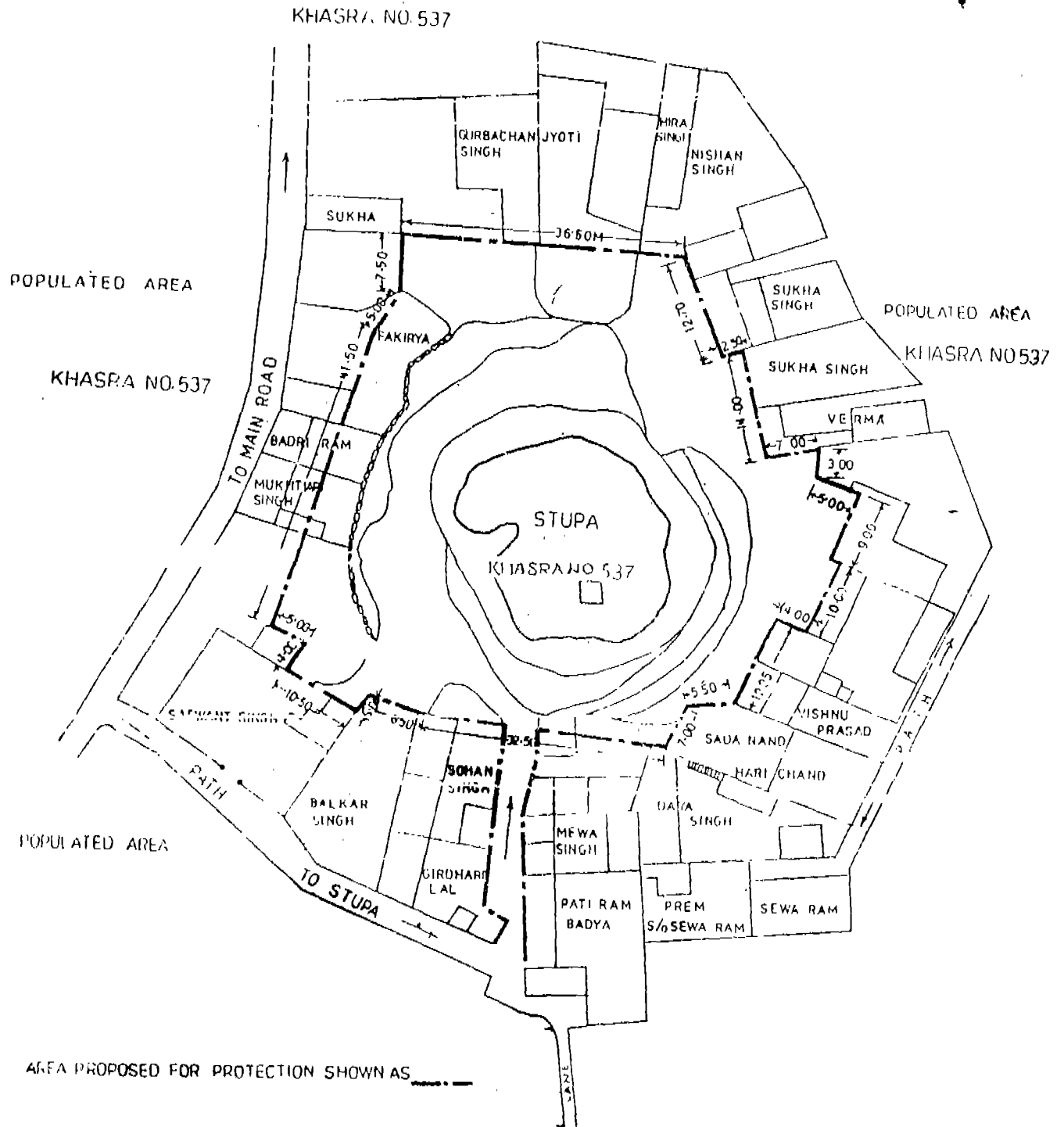
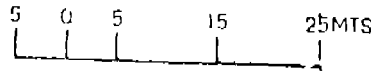
State	District	Tehsil	Locality	Name of Monument/Site
1	2	3	4	5
Haryana	Karnal	Asandh	Asandh (Salwan)	Kushana Stupa known as Jarasandh Ka Quila
Numbers to be included under protection	Area in Hectares	Ownership	Boundaries	
6	7	8	9	
Khasra number 537 part	3560.65 Sq.M. or 0.356 Hec.	Abadi Deh (Government of Haryana)	North—Khasra number 537 part East — Khasra number 537 part South—Khasra number 537 part West—Khasra number 537 part	

(Site Plan Reproduced Below)

[F. No. 2/23/92—M]

A.C. GROVER, Director (Adm.)

# SITE PLAN OF KUSHANA STUPA, ASANDH (SALWAN) DISTT KARNAL (HARYANA)



नई दिल्ली, 18 अप्रैल, 1996

(पुरातत्व)

क्र.सं. 1333.—केन्द्रीय सरकार की यह राय है कि इसने उपाखण्ड अनुसूची में विनिर्दिष्ट प्राचीन स्मारक राष्ट्रीय महत्व का है।

अतः, अब, केन्द्रीय सरकार, प्राचीन स्मारक तथा पुरातत्वीय स्थल और अधिशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन स्मारक को राष्ट्रीय महत्व का घोषित करने के अपने आणव की शी साम की सूचना देती है।

ऐसे किसी आणव पर, जो उक्त प्राचीन स्मारक में हितबद्ध किसी व्यक्ति से इस अधिसूचना के राजपत्र में जारी किए जाने की तारीख से दो मास की अवधि के भीतर प्राप्त होंगे, केन्द्रीय सरकार विचार करेगी। आणव, महानिदेशक भारतीय पुरातत्व सर्वेक्षण, जन्म, नई दिल्ली 110011 के पते पर भेजे जाएं।

## अनुसूची

क्र. सं.	स्मारक का परिचय का नाम	तालुका	जिला	संरक्षण के अधीन सम्मिलित की जाने वाली सर्वेक्षण सं.	क्षेत्र	सीमाएं	स्वामित्व	टिप्पणियां
1	2	3	4	5	6	7	8	9
1.	अखनूर फोर्ट	अखनूर	अखनूर	जम्मु	भाग खसरा सं. 294	कनाल—मरला 63 1	उत्तर : भाग खसरा सं. 294/1 खसरा सं. -295 खसरा सं. 296 पूर्व : खसरा सं. 292 खसरा सं. 298	राज्य सरकार के कब्जाधीन उपयोगाधीन
					बोग 63 - 1	दक्षिण : खसरा सं. 293		
					3.187 हैक्टर	पश्चिम : भाग खसरा सं. 294/1 भाग खसरा सं. 365		
						(नीचे उद्धृत स्थल प्लान)		

[फा. सं. 2/7/78-एम]

ए सी. श्रीवास्तव, निदेशक (प्रशासन)



New Delhi, the 18th April, 1996

## (ARCHAEOLOGY)

S.O. 1333 :—Whereas the Central Government is of opinion that the ancient monument specified in the Schedule annexed hereto is of national importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two month's notice of its intention to declare the said ancient monument to be of national importance.

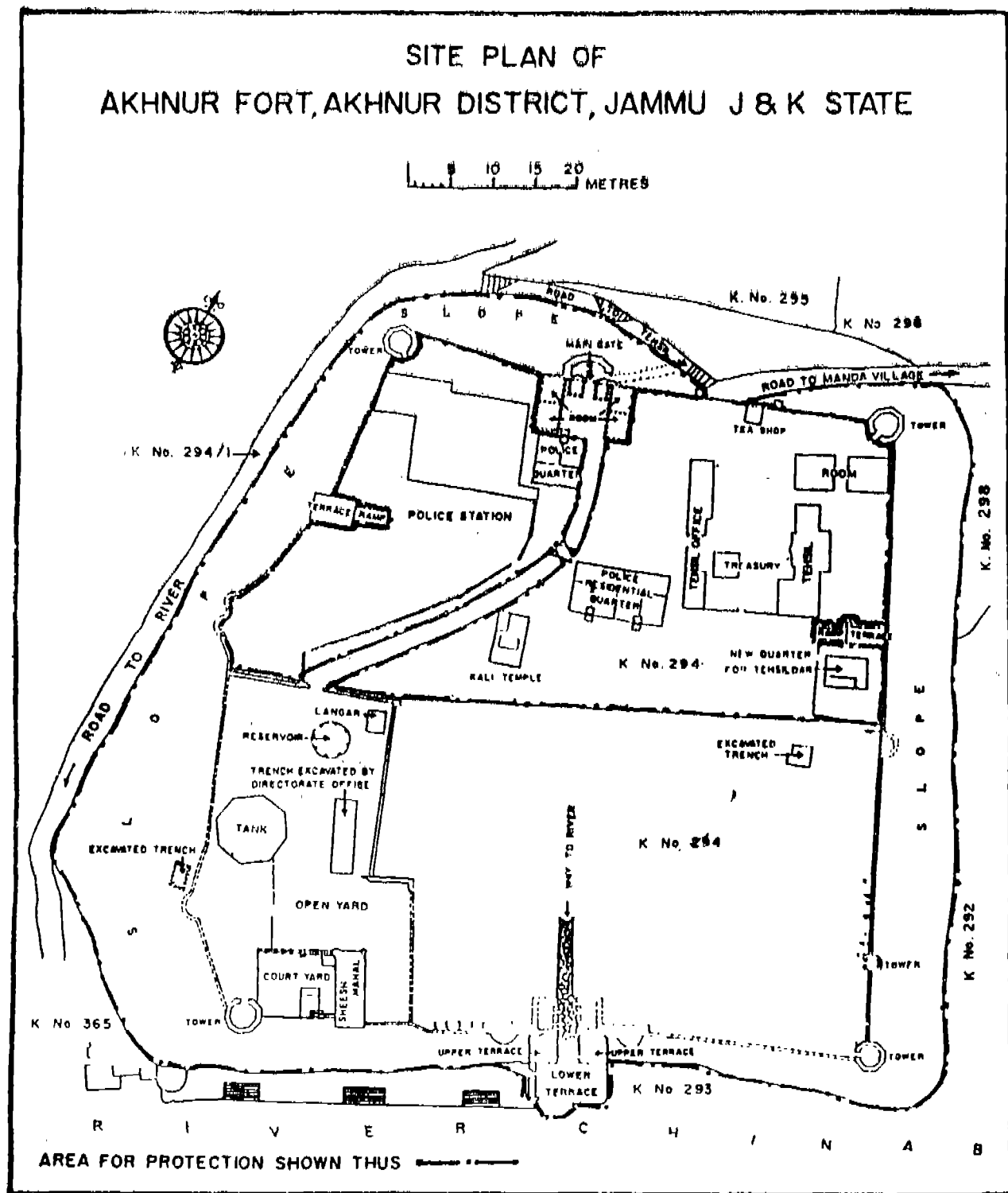
Any objection which may be received within a period of two months from the date of issue of this notification in the official Gazette from any person interested in the said ancient monument will be taken into consideration by the Central Government. The objection may be addressed to the Director General, Archaeological Survey of India, Janpath, New Delhi - 110011.

## SCHEDULE

State	District	Tehsil	Locality	Name of Monument
1	2	3	4	5
Jammu and Kashmir	Jammu	Akhnoor	Akhnoor	Akhnoor Fort
Revenue Numbers to be included under protection as Per Plan	Area	Ownership	Boundaries	Remarks
6	7	8	9	10
Part Khasra Number 294	Kanal-Marla 63-1	Under the possession of State Government 63-1 or 3.187 Hactres  (Site Plan Reproduce Below)	North Khasra Number 294/1 Khasra Number 295 Khasra Number 296 East Khasra Number 292 Khasra Number 298 South Khasra Number 293 West Part Khasra Number 294/1 Part Khasra Number 365	Under the use of State Authorities

[File No. 2/7/78/-M]

A.C. GROVER, Director (Admn.)



नई दिल्ली, 18 अप्रैल, 1996

(पुरातत्व)

क्र.पा. 1334 :—केन्द्रीय सरकार ने भारत के राजपत्र, राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 2 सितम्बर, 1995 में प्रकाशित भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्व सर्वेक्षण) की अधिसूचना सं. का.प्रा. 2366 तारीख - 24 अगस्त, 1995 द्वारा अनुसूची में विनिर्दिष्ट संस्मारक को राष्ट्रीय महत्व को घोषित करने के अपने आशय की 2 मास की सूचना दी थी और अधिसूचना को एक प्रति, प्राचीन संस्मारक तथा पुरातत्विक स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) की प्रवेक्षणानुसार उक्त संस्मारक के निकट सहज दृश्य स्थान पर लगाई गई थी;

उक्त राजा 2 सितम्बर, 1995 को जनता को उपलब्ध करा दिया गया था।

केन्द्रीय सरकार द्वारा किसी व्यक्ति से कोई भाजौप प्राप्त नहीं किया गया है।

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 4 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे उपावृद्ध अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक को राष्ट्रीय महत्व को घोषित करती है।

अनुसूची

राज्य	जिला	परिक्षेत्र	संस्मारक/स्थल का नाम	संरक्षण के अंतर्गत सम्मिलित किए जाने वाले राजस्व सं.	क्षेत्र	समाप्ति	स्वामित्व	टिप्पणियां
1	2	3	4	5	6	7	8	9
बिहार	गया	कोच	शिव मंदिर	सर्वेक्षण प्लॉट सं. 1064, 1065 और 1066	0.22 एकड़	उत्तर : सर्वेक्षण सं. 1063 (सड़क) और सर्वेक्षण प्लॉट सं. 1061 का भाग पूर्व : सर्वेक्षण प्लॉट सं. 2427 (सड़क) दक्षिण : सर्वेक्षण प्लॉट सं. 1067 और 2395 पश्चिम : सर्वेक्षण प्लॉट सं. 1069 और सर्वेक्षण प्लॉट सं. 1061 का भाग	प्लॉट	सर्वेक्षण प्लॉट संख्यांक 1064 में सरकारी विद्यालय अब स्थित है, जिसे संरक्षण के क्षेत्र से अयोजित कर दिया गया है।

[सं. फा. 2/49/88-एम.]  
ए.सी. प्रोक्टर, निदेशक (प्रशासन)

New Delhi, the 18th April, 1996

(ARCHAEOLOGY)

S.O. 1334 :— Whereas by a notification of the Government of India in the Department of Culture (Archaeological Survey of India) No. S.O. 2366 dated the 24th August, 1995 published in the Gazette of India, Part-II, Section 3, Sub-section (ii), dated the 2nd September, 1995 the Central Government gave two months notice of its intention to declare the monument specified in the Schedule to be of national importance and a copy of the notification



was affixed in a conspicuous place near the said monument as required by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958);

And whereas the said Gazette was made available to the public on 2nd September, 1995.

And whereas no objection from any person has been received by the Central Government;

Now, therefore in exercise of the powers conferred by sub-section 3 of section 4 of the said Act, the Central Government hereby declares the ancient monument specified in the Schedule annexed hereto to be of national importance.

#### SCHEDULE

State	District	Locality	Name of monument/ site	Revenue plot numbers to be included under protection
1	2	3	4	5
Bihar	Gaya	Konch	Shiva Temple	Survey plot numbers 1064, 1065 and 1066
Area	Boundaries	Ownership	Remarks	
6	7	8	9	
022 acre	North: Survey plot number 1063 (Road) and part of survey plot number 1061. East: Survey plot number 2427 (Road).  South: Survey plot numbers 1067 and 2395 West: Survey plot number 1069 and part of survey plot number 1061	Private	Government School is located in survey plot number 1064 which is exclude from the pur- view of protection.	

[F, No. 2/49/88—M]

A.C. GROVER, Director (Adm.)

नई दिल्ली, 18 अप्रैल 1996

(पुरातत्व)

का.आ. 1335.—केन्द्रीय सरकार ने भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 25 फरवरी, 1995 में प्रकाशित भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्त्व संरक्षण) की अधिसूचना सं. का.आ. 518 तारीख 3 फरवरी, 1995 द्वारा नीचे अनुसूची में विनिर्दिष्ट प्राचीन स्मारक को राष्ट्रीय महत्व को घोषित करने के अपने आशय की 2 मास की सूचना दी थी ;

और अधिसूचना की एक प्रति, प्राचीन स्मारक तय पुरातत्त्व विभाग और अधिनियम 1958 (1958 का 24) की धारा 4 की उपधारा (1) की अपेक्षानुसार उक्त स्मारक के निकट सहज दृश्य स्थान में लगाई गई थी और उक्त राजपत्र की प्रतियां 25 फरवरी, 1995 को जनता की उपलब्ध करा दी गई थी।

और केन्द्रीय सरकार द्वारा ऐसी घोषणा करने के विषय में कोई प्राक्षेप प्राप्त नहीं हुए हैं,

अतः अब केन्द्रीय सरकार प्राचीन संस्मारक तथा पुरातत्वीय स्थल और विशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए नीचे अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करती है।

भाग - 1

अनुसूची

राज्य	जिला	परिक्षेत्र	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले राजस्व प्लॉट संख्याएं	क्षेत्र (एकड़ में)	सीमाएं	स्वामित्व	टिप्पणियां
1	2	3	4	5	6	7	8	9
उड़ीसा	कटक	विधान	बराहनाथ यहूदी मंदिर	1150, 1151 प्लॉट 1152 (भाग)	0.05 एकड़ 0.02 एकड़ 0.13 एकड़ 0.20 एकड़	उत्तर : 1196, 1197, 1198 और 1199 पश्चिम : 1141 दक्षिण : 1147 और संवर्धन सं० 1152 का भाग पूर्व : 1153 1149	श्री बराहनाथ यहूदी मार्फत क्षत्रवन्ध न्यासी	बराहनाथ मर-शाला बराहनाथ मंदिर

(नीचे उद्धृत स्थल प्लान में यथावस्थित)

भाग - 2

अनुसूची

राज्य	जिला	परिक्षेत्र	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले राजस्व प्लॉट संख्याएं	क्षेत्र (एकड़ में)	सीमाएं	स्वामित्व	टिप्पणियां
1	2	3	4	5	6	7	8	9
उड़ीसा	कटक	त्रिलोचनपुर	त्रिलोचनेश्वर महादेव मंदिर	संवर्धन प्लॉट संख्या : 231, 232, 238, 271, 272, 273, 274, 275, 276, और 277	एकड़ 0.02 एकड़ 2.46 एकड़ 0.01 एकड़ 0.11 एकड़ 0.13 एकड़ 0.08 एकड़ 0.08 एकड़ 0.09 एकड़ 0.07 एकड़ 0.02 एकड़ 0.43 एकड़ 3.41	पूर्व : 251, 270, 265, 283, 284, 285, 286 उत्तर : 249, 248, 247, 239 और अन्य 237, 236 पश्चिम : 235, 234, 233, 20, 230, 135 दक्षिण : 148, 133, 132, 131 129	श्री त्रिलोचनेश्वर महादेव मार्फतदार रघुनाथ वीक्षित और अन्य	मंदिर मंदिर विद्यमान छप्पराच्छावित मकान मंदिर मंदिर

[फा० सं० 2/5/92 - एम०]  
ए० सी० श्रीवर, निदेशक (प्रशासन)

New Delhi, the 18th April, 1996

## (ARCHAEOLOGY)

S.O. 1335.— Whereas by the notification of the Government of India in the Department of Culture (Archaeological Survey of India) No. S.O. 518, dated the 3rd February, 1995, published in the Gazette of India, Part-II, Section 3, Sub-section (ii), dated the 25th February, 1995, the Central Government gave two months notice of its intention to declare the ancient monument specified in the Schedule below to be of national importance;

And whereas, a copy of the notification was affixed as required by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958) in a conspicuous place near the said ancient monument; and whereas the copies of the said Gazette Notifications were made available to the public on 25th February, 1995.

And whereas, no objections have been received to the making of such declaration by the Central Government;

Now, therefore, in exercise of the powers conferred by sub-section (3) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby declares Ancient Monument specified in the Schedule below to be of national importance.

## SCHEDULE

## Part-I

State	District	Locality	Name of Nonument	Revenue plot Number to be included under protection
1	2	3	4	5
Orissa	Cuttack	Bidhan	Varahanath Jew Temple	1150 1151 Plot 1152 (Part)
Area in Acres	Boundaries	Ownership	Remarks	
6	7	8	9	
0.05 Acres	North: 1196, 1197, 1198 and 1199	Sri Sir Varahanath	Varahanath Mahadev	
0.02 Acres	West: 1141	Jew Mart at	Varahanath temple	
0.13 Acres	South: 1147 and part of survey	Managing Trustee		
0.20 Acres	Number 1152 East: 1153, 1149			

## Part-II

1	2	3	4	5
Orissa	Cuttack	Trilochanpur	Trilochaneswar Mahadev temple	Survey plot No. 231, 232, 238, 271, 272, 273, 274, 275, 276 and 277.
6	7	8	9	
Acres 0.02	East: 251, 270, 265, 283, 284,	Shri Trilochaneswar,	Mandira	
Acres 2.46	285, 286.	Mahadev	Mandira—	
Acres 0.01	North: 294, 248, 247, 239, 237,	Marfadar—	That shed house	
Acres 0.11	236.	Raghunath Dikshit	existing Mandira	
Acres 0.13	West: 235, 234, 233, 209, 230,	and others	Mandira	
Acres 0.08	135.			

6	7	8	9
Acres 0.08	South: 148, 133, 132, 131, 129.		
Acres 0.09			
Acres 0.06			
Acres 0.02			
Acres 0.43			
13.41			

(As shown in the site plan reproduced below)

[F.No. 2/5/92-M]

A.C. GROVER, Director (Admn.)

नई दिल्ली, 18 अप्रैल 1996  
(पुरातत्व)

का.भा. 1366.—केन्द्रीय सरकार ने भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 2 सितम्बर, 1995 में प्रकाशित भारत सरकार के संस्कृति विभाग (भारतीय पुरातत्व सर्वेक्षण) की अधिसूचना सं. का.भा. 2363, तारीख 24 अगस्त, 1995 द्वारा अनुसूची में विनिर्दिष्ट संस्मारक को राष्ट्रीय महत्व का घोषित करने के लिए अपने आशय की 2 मास की सूचना दी थी और अधिसूचना की एक प्रति, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अभिलेख अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) की अपेक्षाानुसार उक्त संस्मारक के निकट महज दृश्य स्थान पर लगाई गई थी ;

उक्त राजपत्र 2 सितम्बर, 1995 को जनता को उपलब्ध करा दिया गया था।

केन्द्रीय सरकार द्वारा किसी व्यक्ति से कोई आक्षेप प्राप्त नहीं किया गया है।

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 4 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए इससे उपाखण्ड अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक को राष्ट्रीय महत्व का घोषित करती है।

राज्य	जिला	तहसील	परिक्षण	संस्मारक का नाम	अनुसूची के रेखीक के अनुसार संक्षेपाघीत सम्मिलित किए जाने वाले राजस्व सं.	क्षेत्र	समाप्त	स्वामित्व	टिप्पणियां
1	2	3	4	5	6	7	8	9	10
उत्तरप्रदेश	बनगई	अम्मा राईवा	मगसबकम मद्रास 600073	1. श्री बेनु पुरिसेवाड़ा मंदिर 2. उपर्युक्त मंदिर से संलग्न उद्यान	सर्वेक्षण सं. 705/1 भाग या 2. 190 और सर्वेक्षण सं. 705/8 2. सर्वेक्षण सं. 705/1	5. 42 एकड़	1. उत्तर: सर्वेक्षण सं. 705/1 2. पूर्व: सर्वेक्षण सं. 705/1 (ईश्वरन कीटन स्ट्रीट) 3. दक्षिणी: सर्वेक्षण सं. 705/1 705 1 (दक्षिण मादो स्ट्रीट) 4. पश्चिम: सर्वेक्षण सं. 705 1 बाड़ा मंदिर	1. सर्वेक्षण सं. 705/1 सरकार और सर्वेक्षण सं. 705/8 श्री मानुपुरिमशाबा में उपासनाहोती है। 2. उद्यान मंदिर प्राधिकारियों के अधीन है। 3. सर्वेक्षण सं. 705/1 सरकार प्राधिकारियों के अधीन है। 4. पश्चिम: सर्वेक्षण सं. 705 1 बाड़ा मंदिर	1. मंदिर में वर्तमान न्यासी श्री एस. पंचाचारण की देखरेख में उपासनाहोती है।
							(पश्चिम मादो स्ट्रीट) उत्तर: सर्वेक्षण सं. 705 1 (समाप्तो स्ट्रीट) पूर्व: सर्वेक्षण सं. 705/1 (सेलाहपूर से वेल्सचैरी तक सड़क) दक्षिण: सर्वेक्षण सं. 705/1 (दक्षिण मादो स्ट्रीट) पश्चिम: सर्वेक्षण सं. 705/1		

[सं. 2/99/89-एम]

एम.सी. श्रीवर, निदेशक (प्रशासन)

New Delhi, the 18th April, 1996

## (ARCHAEOLOGY)

S.O.1336:—Whereas by a notification of the Government of India in the Department of Culture (Archaeological Survey of India) No. S.O. 2363 dated the 24th August, 1995 published in the Gazette of India, Part-II Section 3, sub-section (ii), dated the 2nd September, 1995 the Central Government gave two months notice of its intention to declare the monument specified in the Schedule to be of national importance and a copy of the notification was affixed in a conspicuous place near the said monument as required by sub-section (1) of Section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958):

And whereas the said Gazette was made available to the public on 2nd September, 1995.

And whereas no objection from any person has been received by the Central Government:

Now, therefore in exercise of the powers conferred by sub-section 3 of section 4 of the said Act, the Central Government hereby declares the ancient monument specified in the Schedule annexed hereto to be of national importance.

## SCHEDULE

State	District	Tehsil	Locality	Name of Monument
1	2	3	4	5
Tamil Nadu	Chengai Annai	Saidapet	Madam Bakkam Madras 600073	1. Sri Dhenupuriswara temple 2. Garden attached to above temple
Revenue Number to be included under protection as per plan	Area	Boundaries	Ownership	Remarks
6	7	8	9	10
Survey Number 705/1 part and Survey Number 705/8, Survey number 705/1	5.42 Acres or 2.196 Hectare	1. North : Survey number 705/1 2. East: Survey number 705/1 (Eswaran Koil Street) 3. South : Survey number 705/1 (South Mada Street) 4. West: Survey number 705/1 (West Mada Street) North: Survey number 705/1 (Sannadhi Street) East: Survey number 705/1 (Road from Selaiyur to Velacheri) South Survey number 705/1 (South Mada Street) West: Survey number 705/1	1. Survey number 705/1 Government and survey number 705/8 Sri Dhenu- puriswara Temple 2. Survey number 705/1 Government and survey number 705/8 Sri Dhenu- puriswara temple	1. Temple is under worship the present Trustee Sri S. Panthacharam 2. Garden under Temple authorities

[F No. 2/29/89-M]

A.C. GROVER, Director (Admn.)

Note : Total area reposed for protection 8.31 Acres or 3.266 Hectare

आदेश

नई दिल्ली, 17 अप्रैल, 1996

का. आ. 1337.—राज्य संस्मारक तथा पुरा-तत्वीय स्थल एवं अवशेष नियमावली, 1959 के नियम 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैं, बी पी सिंह सिंह, महानिदेशक, भारतीय पुरातत्व सर्वेक्षण, इसके द्वारा यह निदेश देता हूँ कि आगरा स्थित ताजमहल, जो एक संरक्षित स्मारक है, तत्काल प्रभाव से प्रत्येक सोमवार को पुरातत्व अधिकारी, उसके एजेंटों, अधीनस्थ स्टाफ तथा कर्मचारियों और ड्यूटी पर किसी अन्य सरकारी कर्मचारी के अलावा अन्य सरकारी कर्मचारी के अलावा किसी भी व्यक्ति के के लिए नहीं खोला जाएगा।

[संख्या 11/2-96/स्मारक]

बी. पी. सिंह, महानिदेशक

#### ORDER

New Delhi, the 17th April, 1996

S.O. 1337.—In exercise of the powers conferred by rule 4 of the Ancient Monuments and Archaeological Sites and Remains Rules, 1959, I, B. B. Singh, Director General, Archaeological Survey of India, hereby direct that the Taj Mahal at Agra, a protected monument, shall not be open on every Monday to any person, other than an archaeological officer, his agents, subordinates and workmen and any other Government servant on duty, with immediate effect.

[No. 11/2/96-M]

B. P. SINGH, Director General

(शिक्षा विभाग)

नई दिल्ली, 10 अप्रैल, 1996

का. आ. ... 1338.—केन्द्रीय सरकार, राजभाषा (संघ के सरकारी प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में मानव संसाधन विकास मंत्रालय (शिक्षा विभाग) के अन्तर्गत निम्नलिखित केन्द्रीय विद्यालय को जिनमें 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

1. केन्द्रीय विद्यालय,

एच.एम. टी.,

पिनोरे-134101 (हरियाणा)

2. केन्द्रीय विद्यालय,

के.रि.पु.ब.,

झरौदा कला, नई दिल्ली।

3. केन्द्रीय विद्यालय,

ज.ने.वि.परिसर, नया महरौली रोड़,

नई दिल्ली-110067

4. केन्द्रीय विद्यालय,

सेक्ट 8, आर के पुरम,

नई दिल्ली

5. केन्द्रीय विद्यालय नं. 2,

फरीदाबाद, (हरियाणा)

6. केन्द्रीय विद्यालय, नाहरा,

जिला—सोनोपत, (हरियाणा)

7. केन्द्रीय विद्यालय,

बैम्बोलिम कैम्प, गोवा-403201

[सं. 11011-7/95—रा.भा.ए.]

निशेन्दु ओझा, निदेशक (रा.भा.)

Department of Education)

New Delhi, the 10th April, 1996

S.O. 1338.—In pursuance of sub rule (4) of Rule 10 of the Official Language (use for Official Purposes of the Union) Rules, 1976, the Central Govt. hereby notifies of the following Kendriya Vidyalayas under the Ministry of Human Resource Development (Deptt. of Education) more than 80 per cent staff of which has working knowledge of Hindi :-

1. Kendriya Vidyalaya,

H.M.T.

Pinjore-134101

(Haryana).

2. Kendriya Vidyalaya.

C.R.P.F.

Jharoda Kalan.

New Delhi.

3. Kendriya Vidyalaya,

J.N.U. Campus,

New Mehrauli Road,

New Delhi-110067.

4. Kendriya Vidyalaya,

Sector-8, R.K. Puram.

New Delhi.

5. Kendriya Vidyalaya No. 2,

Faridabad,

(Haryana).

6. Kendriya Vidyalaya

Nahra.

Distt. Sonapat,

(Haryana).

7. Kendriya Vidyalaya,

Bambolim Camp,

Goa-403201.

[No. 11011-7/95-O.L.U.]

NISHENDU OJHA, Director (O.L.)

MINISTRY OF COAL

CORRIGENDUM

New Delhi, the 11th April, 1996

S.O. 1339.—In the notification of the Government of India in the Ministry of Coal number S.O. 3307, dated the 13th December, 1995, published at pages 4517 to 4519 of the Gazette of India, Part-II, Section-3, Sub-Section (ii) dated the 23rd December 1995,-

At page 4519, in the Schedule, in column 2 of the Table, under the heading "Name of village and number", at Sl. No. 2, for "Kansamundal" read "Kansamunda".

[No. 43015/16/95-LSW]

Mrs. P. L. SAINI, Under Secy.

## कोयला मंत्रालय

नई दिल्ली, 15 अप्रैल, 1996

का. आ. 1340.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबन्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उपक्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अंतर्गत आने वाले रेखांक सं. एम. सी. एल./इस्टेट कानिहा/95/1, तारीख 7 दिसम्बर, 1995 का निरीक्षण मुख्य महाप्रबंधक, परियोजना और योजना विभाग (सम्पदा अनुभाग) महानदी कोलफील्ड्स लि., आनंद विहार बुरला-768018 या कलेक्टर और जिला मजिस्ट्रेट, अंगुल उड़ीसा के कार्यालय या कोयला नियंत्रक 1, कार्डिनल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है;

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शे, चार्ट और अन्य दस्तावेज को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर संपदा प्रबंधक, महानदी कोलफील्ड्स लि., आनंद विहार, बुरला, पिन- 768018 (उड़ीसा) को भेजेगी

## अनुसूची

## भूवनेश्वरी खंड

## तलचर कोयला क्षेत्र

## जिला अंगुल (उड़ीसा)

रेखांक सं. एम. सी. एल./सम्पदा/ कानिहा/95 तारीख 7 दिसम्बर, 1995 वाले रेखांक (पूर्वेक्षण के लिए अधिसूचित भूमि दर्शाते हुए)

क्र. सं.	ग्राम का नाम	पुलिस थाना	थाना संख्या	सब डिवीजन तहसील	जिला	क्षेत्र एकड़ में	टिप्पण
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	हंसमूला	तलचर	85	तलचर	अंगुल	664.603	भाग
2.	जिलिदा	तलचर	85	तलचर	अंगुल	647.470	संपूर्ण
3.	खंदीलबहाल	तलचर	87	तलचर	अंगुल	95.810	संपूर्ण
4.	अरखापाल	तलचर	115	तलचर	अंगुल	110.000	भाग
5.	नरहरिपुर	तलचर	116	तलचर	अंगुल	330.430	भाग
6.	लंगीजोवा	तलचर	119	तलचर	अंगुल	27.000	भाग
7.	अनाविपुर	तलचर	120	तलचर	अंगुल	58.640	भाग
8.	जादुनाथपुर	तलचर	121	तलचर	अंगुल	214.190	संपूर्ण
9.	त्रिलोचनपुर	तलचर	122	तलचर	अंगुल	27.450	संपूर्ण
10.	कांधल	तलचर	123	तलचर	अंगुल	570.320	भाग
11.	मदनमोहनपुर	तलचर	124	तलचर	अंगुल	188.250	भाग
12.	बलुंगखामर	तलचर	125	तलचर	अंगुल	181.580	भाग
13.	आनंदपुर	तलचर	142	तलचर	अंगुल	52.770	संपूर्ण

कुल : 3168.513

(लगभग) या 1282.279 हेक्टर (लगभग)

## भूवनेश्वरी खंड का सीमा वर्णन

ख रेखा "क" बिन्दु से आरम्भ होती है जो ग्राम अहलाद नगर, अजातपुर, हंसमूला का तिराहा बिंदु है और ग्राम अहलाद नगर और हंसमूला की भागतः सम्मिलित सीमा के साथ साथ चलती है, उसके पश्चात् बिंदु "ख" पर मिलती है।

ख-ग-घ-ङ—बिंदु "ख" से रेखा ग्राम हंसमूला से होते हुए दक्षिणी पूर्व की ओर "ग" बिंदु तक बढ़ती है, फिर "घ" बिंदु तक पूर्व की ओर बढ़ती है और फिर उत्तर की ओर बढ़ती है और ग्राम हंसमूला और जिलिदा को सम्मिलित सीमा पर "ङ" बिंदु को छूती है।

ङ-च—रेखा ग्राम हंसमूला और जिलिदा की सम्मिलित सीमा के साथ साथ चलती है, फिर ग्राम हंसमूला से होकर जाती है और "च" बिंदु पर मिलती है, जो ग्राम हंसमूला और नरहरिपुर की सम्मिलित सीमा है।

च-छ-ज-झ-रेखा, ग्राम नरहरिपुर से होकर जाती है और ग्राम नरहरिपुर और लांगी जोड़ा की सम्मिलित जिला के "छ" बिन्दु पर मिलती है। उसके पश्चात् यह ग्राम लांगी जोड़ा से होकर जाती है और ग्राम लांगी जोड़ा तथा कांघल से होकर जाती है और "झ" बिन्दु पर मिलती है जो कि ग्राम कांघल मदनमोहनपुर और बालुगंखामरा का तिराह है।

झ-ञ-ट-ठ-रेखा ग्राम मदनमोहन से होकर जाती है और "ञ" बिन्दु पर मिलती है उसके पश्चात् यह ग्राम मदनमोहनपुर और बालुगंखामरा की सम्मिलित सीमा के साथ-साथ चलती है और "ट" बिन्दु पर मिलती है जो ग्राम मदनमोहनपुर और बालुगंखामरा की सम्मिलित सीमा के "ठ" बिन्दु पर मिलती है।

ठ-ड-रेखा ग्राम बालुगंखामरा दुलामपुर की सम्मिलित सीमा के साथ-साथ चलती है, कांघल और कांघल अरक्षित वन के तिराहे बिन्दु पर "ड" बिन्दु पर मिलती है।

ड-ढ-रेखा ग्राम कांघल और कांघल अरक्षित वन जदुनाथपुर और कांघल अरक्षित वन की सम्मिलित सीमा के साथ-साथ चलती है और और "ढ" बिन्दु पर मिलती है।

ढ-ण-त-रेखा ग्राम जदुनाथपुर और अजनाथपुर की सम्मिलित सीमा के साथ-साथ चलती है और और "ण" बिन्दु पर मिलती है। फिर यह ग्राम अरखापाल से होकर जाती है और ग्राम अरखापाल और जिलिदा की सम्मिलित सीमा के "ट" बिन्दु पर मिलती है।

त-क-रेखा ग्राम जिलिदा अरखापाल जिलिदा-रघुनाथपुर, खादोलबहाल-बीरारामचन्द्र पुर, हंसमूला-विरारामचन्द्र-पुर हंसमूल एकदल हंसभुला-अजतिपुर की सम्मिलित सीमा के साथ चलती है और जो बांगुरु मनाला की दक्षिणी सीमा है और ग्राम ग्रहलाद नगर, अजतिपुर और हंसमूला के तिराहे पर प्रारंभिक बिन्दु "क" पर मिलती है।

[सं. 43015/3/96—एल एस डब्ल्यू]

श्रीमती प्रेमलता सैनी, अवसर सचिव

#### MINISTRY OF COAL

New Delhi, the 15th April, 1996

S.O. 1340.—Whereas it appears to the Central Government that Coal is likely to be obtained from the lands in the locality mentioned in the schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by sub-section (i) of section-4 of the coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of the 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. MCL : ESTATE : Kaniha : 95 : 1 dated the 7th December, 1995 of the area covered by this

notification can be inspected at the office of the Chief General Manager, Project and Planning Department, (Estate Section) Mahanadi Coalfields Limited, Anand Vihar, Burla-768018. Or at the office of the Collector and District Magistrate, Angul, Orissa or at the office of the Coal Controller, 1 Council House Street, Calcutta.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Estate Manager Mahanadi Coalfields Limited, Anand Vihar, Burla, Sambalpur Pin-768018 (Orissa) within ninety days from the date of publication of this notification in the Official Gazette.

#### SCHEDULE BHUBANESHWARI BLOCK TALCHAR COALFIELD DISTRICT—ANGUL (ORISSA)

Plan bearing No. MCL/Estate/Kaniha/95/1 dated 7th Dec. 1995.  
(Showing land notified for prospecting)

Sl No.	Name of village	Police Station	Thana No.	Sub-Division Tahsil	District	Area in Acres	Remarks
1.	Hensamula	Talchar	85	Talchar	Angul	664.603	Part
2.	Jilinda	Talchar	86	Talchar	Angul	647.470	Full
3.	Khandualbahal	Talchar	87	Talchar	Angul	95.810	Full
4.	Arakhapal	Talchar	115	Talchar	Angul	110.00	Part
5.	Naraharipur	Talchar	116	Talchar	Angul	330.130	Part
6.	Langijoda	Talchar	119	Talchar	Angul	27.000	Part
7.	Anadipur	Talchar	120	Talchar	Angul	58.640	Part
8.	Jadunathpur	Talchar	121	Talchar	Angul	214.190	Full
9.	Trilochanpur	Talchar	122	Talchar	Angul	27.450	Full
10.	Kandhal	Talchar	123	Talchar	Angul	570.320	Part
11.	Balungan-Khamar	Talchar	125	Talchar	Angul	181.580	Part
12.	Madanmohanpur	Talchar	124	Talchar	Angul	182.250	Part
13.	Anandapur	Talchar	142	Talchar	Angul	52.770	Full

TOTAL

3168.513  
(Approximately)  
or  
1282.279 (HAC)  
(Approximately)



### BOUNDARY DESCRIPTION OF BHUBANESWARI BLOCK

A-B Line starts at point "A" which is the trijunction point of village-Ahlanadnagar, Ajatipur, Hensamula and passes along the partly common boundary of village-Ahlanadnagar and Hensamula. then it meets at point "B".

B-C-D-E From point "B" the line proceeds through village Hensamula towards South East upto point "C" then proceeds towards East upto point "D" and then proceeds towards North and touches point "E" on Common Boundary of village Hensamula and Jilinda.

E-F Line passes along the common boundary of villages Hensamula and Jilinda, then passes through village Hensamula and meets of point "F" which is the Common Boundary of village Hensamula and Naraharipur.

F-G-H-I Line passes through village Naraharipur and meets the common boundary of village Naraharipur and Lanjijoda at point "G" Then it passes through village Lanjijoda and meets the common boundary of village Lanjijoda and Kandhal at point "H". Then it passes through village Kandhal and meets at point "I" which is the trijunction point of village Kandhal, Madanmohanpur and Balungankhamar.

I-J-K-L Line passess through village Madanmohanpur and meets at point "J". Then it passess along the common boundary of village Madanmohanpur and Balungankhamar and meets point "K" which is the common boundary of village Madanmohanpur and Balungankhamar. Then it passess through village Balungankhamar and meets at point "L" on the common boundary of village Talbeda and Balungankhamar.

L-M Line passess along the common boundary of village Balnyankhamar and Dulabhalpur, meets the trijunction point of Kandhal and Kandhal Reserve Forest at point "M".

M-N Line passess along the common boundary of village Kandhal and Kandhal R.F.. Jadunathpur and Kandhal R.F. and meets the point "N".

N-C-P Line passess along the common boundary of village Jadunathpur and Brajnathpur and meets point "O". Then it passess through village Arkhapal and meets the common boundary of village Arakhapal and Jilinda at point "P".

P-A Line passess along the common boundary of village Jilinda Arakhapal, Jilinda-Raghaunathpur, Khandual-bahal-Biraram-Chhandrapur, Hensamula-Biraram-chandrapur, Hensamula-Biraramchandrapur, Hensamul-Ekadal, Hensamula-Ajatiur, which is the Southern boundary of Bangaru-Nala and meets the trijunction point of village Ahlanadnagar, Ajatipur and Hensamula at starting point "A".

[No. 43015/3/96-LSW]

Mrs. P. L. SAINI, Under Secy.

### पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 17 अप्रैल, 1996

का.प्रा. 1341:—केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि राजस्थान राज्य में चाकसू से हरियाणा राज्य में पानीपत तक पेट्रोलियम के परिवहन के लिए इंडियन ऑयल कॉरपोरेशन द्वारा पाइपलाइन बिछाई जाए;

और ऐसा प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए अधिसूचना से उपाज्य अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइप लाइन भूमि में उपयोग के अधिकार का अर्जन, अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (I) द्वारा प्रवक्त शक्तियों का प्रयोग करने हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

1003 GI/96—4.

उक्त अनुसूची में वर्णित भूमि में हितवद्ध कोई व्यक्ति, उस तारीख से जिसको, भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, 21 दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाने के सम्बन्ध में उनमें उपयोग के अधिकार का अर्जन करने के प्रति आक्षेप निश्चित रूप में श्री जे. के. भा. सक्षम प्राधिकारी, इंडियन ऑयल कॉरपोरेशन लिमिटेड, कॉडला-भट्टा पाइपलाइन परियोजना, 1158, सेक्टर-13, अर्बन एस्टेट, करनाल, हरियाणा को करे।

### अनुसूची

तहसील : गोहाना	जिला : सोनीपत	राज्य : हरियाणा			
गांव का नाम	हदबस्त संख्या	मुस्ततिल/ किला सं.	क्षेत्रफल	हेक्टेयर	आरे सैटीमारे
1	2	3	4	5	6
जौली	61	39			
		23	0	09	61
		43			
		2	0	08	85
		3	0	15	68
		8	0	28	58
		9	0	08	35
		13	0	13	66
		14	0	13	15
		17	0	08	85
		25	0	04	30
		44			
		21	0	04	30
		66			
		1	0	23	27
		2/1	0	02	79
		2/2	0	02	79
		8	0	06	07
		9/1	0	15	18
		9/2	0	10	62
		10/1	0	01	26
		10/2	0	01	52
		12	0	16	69
		19	0	02	53
		67			
		5	0	01	52
		285	0	39	47
		321	0	01	01
		322	0	01	26
		335	0	01	01
		1387	0	03	29
		1392	0	03	79

[संख्या : आर-31015/41/93-ओ.आर.-I (पार्ट-I)]

के.सी. कटोच, धवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS  
New Delhi, the 17th April, 1996

S.O. 1341.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from Chaksu in the State of Rajasthan to Panipat in the State of Haryana Pipeline should be laid by the Indian Oil Corporation Limited;

And, whereas, it appears that for the purpose of laying such Pipeline it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification:

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may within 21 days from the date on which the copies of this notification, as published in the Gazette of India are made available to the general public object in writing to the acquisition of the right of user therein of laying of the pipeline under the land to Shri J.K. Jha, Competent Authority, Indian Oil Corporation Limited, Kandla-Bhatinda Pipeline Project, Kathi No. 1168 Sector-13, Urban Estate, Karnal (Haryana).

#### SCHEDULE

Tehsil : GOHANA District : SONPAT State : HARYANA

Name of Village	Hadbast No.	Mustafed Killa No.	Area		
			Hectare	Are	Centiare
1	2	3	4	5	6
ii	61	39			
		23	0	09	61
		43			
		2	0	08	85
		3	0	15	68
		8	0	28	58
		9	0	08	35
		13	0	13	66
		14	0	13	15
		17	0	08	85
		25	0	04	30
		44			
		21	0	04	30
		66			
		1	0	23	27
		2/1	0	02	79
		2/2	0	02	79
		8	0	06	07
		9/1	0	15	18
		9/2	0	10	62
		10/1	0	01	26
		10/2	0	01	52
		12	0	16	69
		19	0	02	53
		67			
		5	0	01	52
		285	0	39	47
		321	0	01	01
		322	0	01	26
		335	0	01	01
		1387	0	03	29
		1392	0	03	79

[File No. R-31015/41/93-OR (Pt. I)]  
K.C. KATOCH, Under Secy.

नई दिल्ली, 17 अप्रैल, 1996

का.प्र. 1342—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है कि प्राग 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और खनिज मंत्रालय की अधिसूचना सं. का.

आ 1634, 1635 और 1636 तारीख 13 जुलाई, 1993 पृष्ठ सं. 2817 और 2819 द्वारा पेट्रोलियम के परिवहन के प्रयोजन के लिए पाइपलाइन बिछाने हेतु उक्त अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र की अधिसूचना की प्रतियां जनता को तारीख 1 सितम्बर, 1993 को उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में मक्षम अधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाये;

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जन करने की घोषणा करती है;

यह और कि केन्द्रीय सरकार उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमियों के उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय सभी विभागों में मुक्त होकर, इण्डियन आयल कॉर्पोरेशन लिमिटेड में निहित होगा।

#### अनुसूची

तहसील : चाकसू	जिला : जयपुर	राज्य : राजस्थान
गांव का नाम	खसरा नम्बर	क्षेत्रफल
		हेक्टेयर आरे सैटीमारे
1	2	3 4 5
1. चाकसू	1075	0 08 06
2. मकसुदनपुरा	171	0 04 64
3. देवकीसुदनपुरा	56	0 24 83

तहसील : बस्सी	जिला : जयपुर	राज्य : राजस्थान
गांव का नाम	खसरा नम्बर	क्षेत्रफल
		हेक्टेयर आरे सैटीमारे
1	2	3 4 5
1. रत्नावता	6	0 02 50
2. कानड़वास	32	0 03 45
	56	0 14 50
3. भटेसरी	36	0 37 80
	33	0 91 80

तहसील : सांगानेर	जिला : जयपुर	राज्य : राजस्थान
गाँव का नाम	खसरा नम्बर	क्षेत्रफल
		हेक्टेयर आरे सैटीआरे
1	2	3 4 5
1. शोक्विन्दपुरा उर्फ रोपाड़ा	937	0 07 56
2. शोक्विन्दपुरा उर्फ मातासूला	8	0 16 20

[संख्या आर-31015/8/93-प्रो. आर.-I]  
के. सी. कटोच, अधीक्षक सचिव

New Delhi, the 17th April, 1996

S.O. 1342.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 1634, 1635 and 1636 dated the 13th July, 1993 Page No. 2517 to 2519 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of user in lands) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 1st September, 1993;

And whereas the competent authority in pursuance of sub-section (1) of Section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government after considering the said report is satisfied that the right of user in the lands specified in the schedule appended to this notification should be acquired;

Now therefore, in exercise of the powers conferred by Sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule appended to this notification is hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all encumbrances in the Indian Oil Corporation Limited.

SCHEDULE				
Tehsil : Chaksu	District : Jaipur	State : Rajasthan		
Name of Village	Khasra No.	Area		
		Hectare	Are	Centiare
1	2	3	4	5
1. Chaksu	1075	0	08	06
2. Maksudanpura	171	0	04	64
3. Devki Nandanpura.	56	0	24	85

Tehsil : Bassi	District : Jaipur	State : Rajasthan		
Name of Village	Khasra No.	Area		
		Hectare	Are	Centiare
1	2	3	4	5
1. Ralawata	6	0	02	50
2. Kanarwas	32	0	03	45
	56	0	14	50
3. Bhatesari	36	0	37	80
	33	0	91	80

Tehsil : Sanganeer	District : Jaipur	State : Rajasthan		
Name of Village	Khasra No.	Area		
		Hectare	Are	Centiare
1	2	3	4	5
1. Govindpura उर्फ रोपरा.	937	0	07	56
2. Govindpura उर्फ मातासूला.	8	0	16	20

[File No. R-31015/8/93-OR-I]  
K. C. KATOCH, Under, Secy.

गृह-पत्र

नई दिल्ली, 22 अप्रैल, 1996

का.आ. 1343.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 6 की उपधारा (1) के अधीन जारी और भारत के राजपत्र, भाग-2, खण्ड-3, उपखण्ड (i) की पृष्ठ संख्या 3438 से 3439 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 2570, तारीख 23 सितम्बर, 1995 द्वारा यह घोषित किया था कि उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पेट्रोलियम के परिवहन के लिए पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए;

और केन्द्रीय सरकार की जानकारी में यह लाया गया है कि राजपत्र में प्रकाशित उक्त अधिसूचना में मूद्रण प्रकृति की कुछ गलतियों हैं;

अतः, अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, उक्त अधिसूचना से संलग्न अनुसूची में निम्नलिखित संशोधन करती है:—

पृष्ठ संख्या 3439: नागरा गांव के किला संख्या 2881 के ऊपर, तहसील का नाम "संगरूर", जिला का नाम "संगरूर", और और राज्य का नाम "पंजाब" रखे जाएं।

अनुसूची के स्तम्भ 3 में गांव राम नगर सिबियान के किला संख्या 357, 381/1 व 380/1 के स्थान पर क्रमशः 357/2, 381 तथा 389/1 पढ़ें।

झांढूके गांव के किला संख्या 229/3/2 के ऊपर, तहसील का नाम "फूल", जिला का नाम "भटिंडा", और राज्य का नाम "पंजाब" रखे जाएं।

अनुसूची के स्तम्भ 3 में गांव चाऊके के किला संख्या 16 के सामने स्तम्भ 6 के नीचे "77" पढ़ें।

यह और कि केंद्रीय सरकार, उक्त धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, आगे यह निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केंद्रीय सरकार में निहित होने के बजाए सभी बिल्लिंगमों से मुक्त, होकर, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

[संख्या : आर-31015/4/94-ओ.आर.-1]

के.सी. कटोच, प्रवर सचिव

### CORRIGENDUM

New Delhi, the 22nd April, 1996

S.O. 1343.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 2570, dated the 23rd September, 1995 published in the Gazette of India, Part-II, Section-3, Sub-section (ii), at pages 3438 to 3440 issued under sub-section (1) of section 6

of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared that the right of user in the land specified in the Schedule appended to the notification for the purpose of laying pipelines for the transport of petroleum should be acquired;

And whereas, it has been brought to the notice of the Central Government that certain errors of printing nature have occurred in the publication of the said notification in the Gazette;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby amends the Schedule appended to the said notification as follows:—

At page 3440 :

- (a) before village Nagra Killa No. 2881, insert Tehsil name as "Sangrur", District as "Sangrur" and State name as "Punjab";
- (b) in Village Nagra, against Killa No. 2892, in column 6, for '66' read '76';
- (c) in between village Upli & Jhanduke, insert Tehsil name as "Phul", District as "Bhatinda" and State name as "Punjab".

And, further, in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government vest, free from all encumbrances, in the Indian Oil Corporation Limited.

[No. R-31015/4/94-OR-II]

K. C. KATOCH, Under Secy.

नई दिल्ली, 22 अप्रैल, 1996

का.आ. 1341:—केंद्रीय सरकार ने पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की इस अधिसूचना से उपाबद्ध अनुसूची में यथा उल्लिखित तारीख की अधिसूचना सं. का.आ. द्वारा इन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि के उपयोग में अर्जन का अधिकार प्राप्त किया था।

और केंद्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में उपयोग का अधिकार जो सभी बिल्लिंगमों से मुक्त है, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित किया था।

और जबकि सक्षम प्राधिकारी ने केंद्रीय सरकार को रिपोर्ट दे दी है कि पेट्रोलियम परिवहन के प्रयोजन के लिए गुजरात राज्य में कांडला से पंजाब राज्य में भटिंडा तक उक्त भूमियों में पाइपलाइन बिछाई जा चुकी है अतः इन भूमियों में यह संक्रिया समाप्ति की जाए जिसका संश्लेषण इस अधिसूचना की संलग्न अनुसूची में विनिर्दिष्ट किया गया है।

अतः अब, केंद्रीय सरकार, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम 1963 के नियम 4 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची के स्तम्भ 6 में उल्लिखित तारीखों को संक्रिया की समाप्ति की तारीख के रूप में घोषित करती है।

अनुसूची						
क्र.सं. और तारीख	शिव का नाम	तहसील	जिला	राज्य	संक्रिया की समाप्ति की तिथि	
1	2	3	4	5	6	
207	18 जनवरी 1992	राधनपुर	राधनपुर	बनासकांठा	गुजरात	24 जुलाई 1995
207	18 जनवरी 1992	सरदापुरा	राधनपुर	बनासकांठा	गुजरात	24 जुलाई 1995
207	18 जनवरी 1992	शीनाड	राधनपुर	बनासकांठा	गुजरात	17 जुलाई 1995
207	18 जनवरी 1992	नालापुरा	राधनपुर	बनासकांठा	गुजरात	17 जुलाई 1995
207	18 जनवरी 1992	धरवडी	राधनपुर	बनासकांठा	गुजरात	14 जुलाई 1995
44	04 जनवरी 1992	सोहनपुरा	कांकरेज	बनासकांठा	गुजरात	19 अक्टूबर 1995
44 372	04 जनवरी 1992 27 फरवरी 1993	सुमोसण	कांकरेज	बनासकांठा	गुजरात	19 अक्टूबर 1995
44	04 जनवरी 1992	मट्टेवाडी	कांकरेज	बनासकांठा	गुजरात	19 अक्टूबर 1995
44	04 जनवरी 1992	खलपुरा	कांकरेज	बनासकांठा	गुजरात	13 जुलाई 1995
44	04 जनवरी 1992	मानपुरा	कांकरेज	बनासकांठा	गुजरात	11 अगस्त 1995
46 371	04 जनवरी 1992 27 फरवरी 1993	कुनावाडा	हारीज	मेहसाणा	गुजरात	02 जुलाई 1995
46 371	04 जनवरी 1992 27 फरवरी 1993	भासा	हारीज	मेहसाणा	गुजरात	05 जुलाई 1995
46 371	04 जनवरी 1992 27 फरवरी 1993	रोडा	हारीज	मेहसाणा	गुजरात	04 अगस्त 1995
43	04 जनवरी 1992	खानपुरडा	पाटन	मेहसाणा	गुजरात	04 जुलाई 1995
43	04 जनवरी 1992	बारेडा	पाटन	मेहसाणा	गुजरात	07 जुलाई 1995
43	04 जनवरी 1992	श्रीडवा	पाटन	मेहसाणा	गुजरात	05 जुलाई 1995
43	04 जनवरी 1992	अलीपुर	पाटन	मेहसाणा	गुजरात	29 जून 1995
43	04 जनवरी 1992	तासा	पाटन	मेहसाणा	गुजरात	26 जून 1995
43	04 जनवरी 1992	नवाबाबाहाजी	पाटन	मेहसाणा	गुजरात	25 जून 1995
43	04 जनवरी 1992	मुजनीपुर	पाटन	मेहसाणा	गुजरात	25 जून 1995
43	04 जनवरी 1992	नमालपाटी	पाटन	मेहसाणा	गुजरात	10 जुलाई 1995
43	04 जनवरी 1992	अभार	पाटन	मेहसाणा	गुजरात	12 जून 1995
43	04 जनवरी 1992	कोटाबड	पाटन	मेहसाणा	गुजरात	04 जून 1995
43	04 जनवरी 1992	गुलवासना	पाटन	मेहसाणा	गुजरात	04 जून 1995
43	04 जनवरी 1992	वामेया	पाटन	मेहसाणा	गुजरात	21 जून 1995
370	27 फरवरी 1993					
47	04 जनवरी 1992	हिमौर	सिद्धपुर	मेहसाणा	गुजरात	07 जून 1995
368	27 फरवरी 1993					
47	04 जनवरी 1992	सुदणमर	सिद्धपुर	मेहसाणा	गुजरात	05 जून 1995
47	04 जनवरी 1992	देथली	सिद्धपुर	मेहसाणा	गुजरात	05 जून 1995
368	27 फरवरी 1993					
47	04 जनवरी 1992	खोलवाडा	सिद्धपुर	मेहसाणा	गुजरात	28 मई 1995
47	04 जनवरी 1992					
829	02 अप्रैल 1994	गुजानपुर	सिद्धपुर	मेहसाणा	गुजरात	25 जून 1995
1135	14 मई 1994					
47	04 जनवरी 1992	सिद्धपुर	सिद्धपुर	मेहसाणा	गुजरात	20 मई 1995
1135	14 मई 1994					

New Delhi, the 22nd April, 1996

S.O. 1344.—Whereas by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. and date as mentioned in the Schedule annexed to this notification issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government acquired the right of user in the lands specified in the Schedule appended to those notifications;

And whereas in the exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government vested the right of

user in the said land, free from all encumbrances, in the Indian Oil Corporation Limited;

And whereas the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transport of Petroleum from Kandla in the State of Gujarat to Bhatinda in the State of Punjab has been laid in the said lands so the operation may be terminated in respect of the lands the description of which in brief is specified in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Rules, 1963 the Central Government hereby declares that the dates mentioned in column 6 of the Schedule as the date of termination of operation.

#### SCHEDULE

S.O. No. & Date	Name of Village	Tehsil	District	State	Date of Termination of operation
1	2	3	4	5	6
207 18th Jan. '92	Radhanpur	Radhanpur	Banaskantha	Gujarat	24th July '95
207 18th Jan. '92	Sardarpura	Radhanpur	Banaskantha	Gujarat	24th July '95
207 18th Jan. '92	Shinad	Radhanpur	Banaskantha	Gujarat	17th July '95
207 18th Jan. '92	Nanapura	Radhanpur	Banaskantha	Gujarat	17th July '95
207 18th Jan. '92	Dharavadi	Radhanpur	Banaskantha	Gujarat	14th July '95
44 4th Jan. '92	Soharpura	Kankaraj	Banaskantha	Gujarat	19th Oct. '95
44 4th Jan. '92	Sudrosan	Kankaraj	Banaskantha	Gujarat	19th Oct. '95
872 27th Feb. '92	Sudrosan	Kankaraj	Banaskantha	Gujarat	19th Oct. '95
44 04th Jan. '92	Bhadrawadi	Kankaraj	Banaskantha	Gujarat	19th Oct. '95
44 4th Jan. '92	Valpura	Kankaraj	Banaskantha	Gujarat	13th Aug. '95
44 4th Jan. '92	Manpura	Kankaraj	Banaskantha	Gujarat	11th July '95
46 4th Jan. '92	Dunavada	Harij	Mehsana	Gujarat	2nd July '95
871 27th Feb. '93	Dunavada	Harij	Mehsana	Gujarat	2nd July '95
46 4th Jan. '92	Masa	Harij	Mehsana	Gujarat	5th July '95
871 27th Feb. '93	Masa	Harij	Mehsana	Gujarat	5th July '95
46 4th Jan. '92	Roda	Harij	Mehsana	Gujarat	4th Aug. '95
871 27th Feb. '93	Roda	Harij	Mehsana	Gujarat	4th Aug. '95
43 4th Jan. '92	Khanpurda	Patan	Mehsana	Gujarat	4th July '95
43 4th Jan. '92	Vareda	Patan	Mehsana	Gujarat	7th July '95
43 4th Jan. '92	Odhava	Patan	Mehsana	Gujarat	5th July '95
43 4th Jan. '92	Khalipur	Patan	Mehsana	Gujarat	29th June '95
43 4th Jan. '92	Kansa	Patan	Mehsana	Gujarat	26th June '95
43 4th Jan. '92	Nava Bava Haji	Patan	Mehsana	Gujarat	25th June '95
43 4th Jan. '92	Sujanpur	Patan	Mehsana	Gujarat	25th June '95
43 4th Jan. '92	Samalpati	Patan	Mehsana	Gujarat	10th July '95
43 4th Jan. '92	Aghar	Patan	Mehsana	Gujarat	12th June '95
43 4th Jan. '92	Kotavad	Patan	Mehsana	Gujarat	4th June '95
43 4th Jan. '92	Gulvasana	Patan	Mehsana	Gujarat	4th June '95
43 4th Jan. '92	Vamaiya	Patan	Mehsana	Gujarat	21st June '95
370 27th Feb. '93	Vamaiya	Patan	Mehsana	Gujarat	21st June '95
47 4th Jan. '92	Hisor	Sidhpur	Mehsana	Gujarat	7th June '95
368 27th Feb. '93	Hisor	Sidhpur	Mehsana	Gujarat	7th June '95
47 4th Jan. '92	Chandansar	Sidhpur	Mehsana	Gujarat	5th June '95
47 4th Jan. '92	Dethali	Sidhpur	Mehsana	Gujarat	5th June '95
368 27th Feb. '93	Dethali	Sidhpur	Mehsana	Gujarat	5th June '95
47 4th Jan. '92	Kholavada	Sidhpur	Mehsana	Gujarat	28th May '95
47 4th Jan. '92	Sujanpur	Sidhpur	Mehsana	Gujarat	25th June '95
829 2nd April '94	Sujanpur	Sidhpur	Mehsana	Gujarat	25th June '95
1135 14th May '94	Sujanpur	Sidhpur	Mehsana	Gujarat	25th June '95
47 4th Jan. '92	Sidhpur	Sidhpur	Mehsana	Gujarat	20th May '95
1135 14th May '94	Sidhpur	Sidhpur	Mehsana	Gujarat	20th May '95

नई दिल्ली, 22 अप्रैल, 1996

का.आ. 1345.—चूंकि केंद्रीय सरकार को यह प्रतीत होता है कि जनस्थित में यह आवश्यक है कि उ.प्र. राज्य में गेल कम्प्रेसर स्टेशन, दिवियापुर में यू. पी.पी.सी. पाटा तक पेट्रोलियम और प्राकृतिक गैस के परिवहन के लिए पाइपलाईन गैस अथॉरिटी ऑफ इंडिया लिमिटेड द्वारा बिछाई जानी चाहिए।

और चूंकि यह प्रतीत होता है कि ऐसी लाइन को बिछाने के प्रयोजन के लिए एतद्पावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए केंद्रीय सरकार उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित करती है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, कम्प्रेसर स्टेशन, दिवियापुर, जिला इटावा (उ० प्र०) को इस अधिवृचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी मृत्तवाई व्यक्तिगत हो या किसी विधि व्यवसायी की सार्फत।

## अनुसूची

गेल कम्प्रेसर स्टेशन दिवियापुर में उ.प्र. पेट्रोकेमिकल पाटा

ग्राम का नाम	परगना	तहसील	जिला	खसरा संख्या	क्षेत्रफल (एकड़ में)	विशेष विवरण
1	2	3	4	5	6	7
परवाहा	औरैया	औरैया	इटावा	37 मि	0.10	
				38 मि	0.05	
				39 मि	0.01	
				53 मि	0.01	
				64 मि	0.32	
				65 मि	0.05	
				66 मि	0.25	
				67 मि	0.02	
				68 मि	0.08	
				73 मि	0.20	
				74 मि	0.17	
				82 मि	0.03	
				85 मि	0.20	
				86 मि	0.12	
				88 मि	0.15	
				89 मि	0.30	
				99 मि	0.09	
				100 मि	0.03	
				101 मि	0.02	
				105 मि	0.30	
				108 मि	0.04	
				109 मि	0.02	
				110 मि	0.05	
				111 मि	0.02	
				112 मि	0.02	

5	6
116 मि	0.03
117 मि	0.02
128 मि	0.04
129 मि	0.10
130 मि	0.01
131 मि	0.10

31 किला 2.95 एकड़

[स. एन-14016/11/93-जीपी]

अर्धेन्दु सेन, निदेशक

New Delhi, the 22nd April, 1996

S.O. 1345.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum and Natural Gas from Compressor Station Gail Dibiyapur to UPPC Patna in U.P. State, pipeline should be laid by the Gas Authority of India Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Mine-

als Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd., Compressor Station Dibiyapur Gail, District Etawah, (U.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

#### SCHEDULE

#### COMPRESSOR STATION GAIL, DIBIYAPUR TO U.P.P.C. PATA

Village	Pargana	Tahsil	Distt.	Khasra No.	Area (in acres)	Remarks
1	2	3	4	5	6	7
Parwaha	Auraiya	Auraiya	Etawah	37M	0.10	
				38M	0.05	
				39M	0.01	
				53M	0.01	
				64M	0.32	
				65M	0.05	
				66M	0.25	
				67M	0.02	
				68M	0.08	
				73M	0.20	
				74M	0.17	
				82M	0.03	
				85M	0.20	
				86M	0.12	
				88M	0.15	
				89M	0.30	
				99M	0.09	
				100M	0.03	
				101M	0.02	
				105M	0.30	
				108M	0.04	
				109M	0.02	
				110M	0.05	
				111M	0.02	
				112M	0.02	
				116M	0.03	



5	6
117M	0 02
128M	0.04
129M	0.10
130M	0.01
131M	0.10
31	2.05 Acres

[No. L-14016/11/93-GP]  
ARDHENDU SEN, Director

नई दिल्ली, 23 अप्रैल, 1996

का.भा. 1346.—चूंकि केन्द्रीय सरकार को यह प्रतीत होता है कि जनहित में यह आवश्यक है कि विजयपुर से वादरी एच.बी.जे. अपग्रेडेशन, उत्तर प्रदेश, राज्य तक पेट्रोलियम और प्राकृतिक गैस के परिवहन के लिए पाइपलाइन गैस अथॉरिटी ऑफ इंडिया लिमिटेड द्वारा बिछाई जानी चाहिए।

और चूंकि यह प्रतीत होता है कि ऐसी लाइन को बिछाने के प्रयोजन के लिए एतदुपाय अतिसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित करती है।

अर्थात् कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, ए-14, पी डी आई एल बिल्डिंग, सै. 1, नोएडा को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐस आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी निश्चित व्यवसायी की मार्फत।

#### अतिसूची

एच.बी.जे. अपग्रेडेशन पाइप लाइन प्रोजेक्ट

जिला	तहसील	परगना	मौजा	गाटा संख्या	अर्जित क्षेत्र हेक्टर.	अन्य विवरण
1	2	3	4	5	6	7
गाजियाबाद	वादरी	वादरी	साक्षारपुर कलां	364	0—1200	
				366	0—2760	
				375	0—0160	
				376	0—0440	
				377	0—0498	
				381	0—0072	
				योग 6	0—5130	हेक्टर.
				या	1—268	एकड़
				या	2—0-12	बीघा

[सं. एन-14016/3/94-जी.पी.]

अर्धेन्दु सेन, निदेशक

New Delhi, the 23rd April, 1996

S.O. 1346.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum and Natural Gas from Vijaypur to Dadri HBJ Upgradation in U.P. State pipeline should be laid by the Gas Authority of India Ltd.,

And, whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Min-

erals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd., A-14, Sector-1, PDIL Building, Noida (U.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

## SCHEDULE

## H.B.J. Upgradation Pipeline Project

District	Tehsil	Pargana	Village	Plot No.	Acquired Area in Hectare	Remarks
1	2	3	4	5	6	7
Ghaziabad	Dadri	Dadri	Salarpur Kalan	364	0-1200	
				366	0-2760	
				375	0-0160	
				376	0-0440	
				377	0-0498	
				381	0-0072	
TOTAL				6	0-5130 Hectare	
				OR	1-268 Acres	
				OR	2-012 Bigha	

[No. L-14016/3/94-GP]  
ARDHENDU SEN, Director

नई दिल्ली, 23 अप्रैल, 1996

क्र.भा. 1147.—अतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में विजयपुर से दादरी तक प्राकृतिक गैस के परिवहन के लिए तीन अर्थोरेटि आफ इंडिया लिमिटेड द्वारा पाईप लाइन बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि उक्त पाईप लाइन बिछाने के प्रयोजन के लिए एतद् प्रावधान अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद् द्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आपत्ति सक्षम प्राधिकारी गैस अर्थोरेटि ऑफ इंडिया लिमिटेड, भारतीय विद्यालय कोराहा, ए.बी. रोड, जिनपुरी (म. प्र.) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसी आपत्ति करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कबन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी के मार्फत।

अनुसूची

विजयपुर-दादरी गैस पाईप लाइन परियोजना

ग्राम : नेपरी महामोख : जोरा जिला : मुरैना

क्रमांक	खमरानं.	सर्वे का वह अंशफल जिसमें आर.ओ.यू. अधिपतित किया जाता है (हेक्टर में)
01.	1049	00.0210

[म. ए. 14016/7/94-जी -पी ]

अर्धेन्दु सेन, निदेशक

New Delhi, the 23rd April, 1996

S.O. 1347.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Natural Gas from Vijapur to Dadri in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, Opposite Bhartiya Vidyalyaya, Circular Road, Shivpuri (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

## SCHEDULE

## VUJAI PUR-DADRI GAS PIPELINE PROJECT

Village : Naipri, Tehsil : Kailaras, District : Morena

Sr. No.	Survey No.	Area to be acquired for R.O.U. in Hectare
1	2	3
1	1049	00.0210

[No. L-14016/7/94-G.P.]  
ARDHENDU SEN, Director

नई दिल्ली, 23 अप्रैल, 1996

का. प्रा. 1348.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में विजयपुर से दादरी तक प्राकृतिक गैस के परिवहन के लिए गैस अथॉरिटी ऑफ इंडिया लिमिटेड, द्वारा लाइन पाईप बिछाई जानी चाहिये।

और अतः यह प्रतीत होता है कि उक्त पाईप लाइन बिछाने के प्रयोजन के लिए एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाईप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितवन्त कोई व्यक्ति, उस भूमि के नीचे पाईप लाइन बिछाने के लिए आपत्ति सक्षम प्राधिकारी गैस अथॉरिटी ऑफ इंडिया लिमिटेड, भारतीय विद्यालय चौराहा, ए.बी. रोड, शिवपुरी (म.प्र.) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसी आपत्ति करने वाला हर व्यक्ति निर्निन्दित है: यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो वां किसी बिधि व्यवसायी के माफक।

## अनुसूची

विजयपुर-दादरी गैस पाईप लाइन परियोजना

ग्राम : बृजगढ़ी तहसील जौरा जिला : मॉरेना

क्रमांक	खसरा नं.	मर्बों का वह क्षेत्रफल जिसमें ग्राम.ओ.पू. अध्यापित किया जाता है (हेक्टेयर में)
0.	961	00.0630

[सं. एल-14016/7/94-जी.पी.]  
अर्धेन्दु सेन, निदेशक

New Delhi, the 23rd April, 1996

S.O. 1348.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Natural Gas from Vijapur to Dadri in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein :

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, Opposite Bhartiya Vidyalyaya, Circular Road, Shivpuri (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

## SCHEDULE

## VIJAYPUR-DADRI GAS PIPELINE PROJECT

Village : Brijgarhi, Tehsil : Jaura, District : Morena

Sr. No.	Survey No.	Area to be acquired for R.O.U. in hectare
1	2	3
1.	961	00.0630

[No.L-14016/7/94-G.P.]  
ARDHENDU SEN, Director

नई दिल्ली, 23 अप्रैल, 1996

का. प्रा. 349.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि मध्य प्रदेश राज्य में विजयपुर से दादरी तक प्राकृतिक गैस के परिवहन के लिये गैस अथॉरिटी ऑफ इंडिया लिमिटेड द्वारा पाइप लाइन बिछाने जानी चाहिये।

और यतः यह प्रतीत होता है कि उक्त पाइप लाइन बिछाने के प्रयोजन के लिये एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-

द्वारा (1) द्वारा प्रस्तावित स्थलों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना प्राधान्य घोषित किया है।

अतः कि उक्त भूमि में हितवादी कोई व्यक्ति, उस भूमि के नीचे के पाइप लाइन बिछाने के लिये आपत्ति सहम प्राधिकारी, गैस अथॉरिटी ऑफ इंडिया लिमिटेड, भारतीय विद्यालय चौराहा, ए.बी. रोड, शिवपुरी (म.प्र.) को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसी आपत्ति करने वाला हर व्यक्ति विनिवृत्त: यह भी कबल करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी के माफ़त।

#### अनुसूची

विजयपुर-दादरी गैस पाइप लाइन परियोजना  
ग्राम:—बौबा, तहसील:—जौरा, जिला:—मुरैना

क्रमांक: 167 सर्वे का यह क्षेत्रफल जिसमें ग्राम, धो.प्र. प्रत्यक्षित किया जा रहा है। (हेक्टेयर में)

01. 167 00.0150

[सं. एन-16014/7/94-जी.पी.]  
अर्धेन्दु सेन, निदेशक

New Delhi, the 23rd April, 1996

S.O. 1349.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Natural Gas from Vijapur to Dadri in Madhya Pradesh State pipeline should be laid by the Gas Authority of India Limited.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Limited, Opposite Bharatiya Vidyalaya, Circular Road, Shivpuri (M.P.).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

#### SCHEDULE

VIJAYPUR—DADRI GAS PIPELINE PROJECT  
Village : Dhondha Tehsil : Jaura Distt. : Morena

Sr. Survey No. Area to be acquired for R.O.U. in Hectare No.

1 2 3

01. 167 00.0150

[No. L-16014/7/94-G.P.]  
ARDHENDU SEN, Director

#### संशोधन

नई दिल्ली, 23 अप्रैल, 1996

का.प्रा.—भारत के राजपत्र दिनांक 15-10-94 के भाग-2, खण्ड-3, उपखण्ड (ii) में पेट्रोलियम और प्राकृतिक गैस मंत्रालय, भारत सरकार के का.प्रा. संख्या 2788-दिनांक 22-9-94 में पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अन्तर्गत प्रकाशित अधिसूचना जो कि ग्राम बिलौवा, तहसील कैलारस, जिला मुरैना के संबंध में थी, को निम्नानुसार पढ़ा जाये।

राजपत्र के अनुसार		निम्न संशोधन के अनुसार पढ़ा जाये	
क्र.सं.	सर्वे संख्या	क्षेत्रफल हेक्टेयर में	क्षेत्रफल हेक्टेयर में
21.	131	00.4740	130/1 00.1920
—	—	—	130/2 00.2820

[संख्या एन-14016/8/95-जी.पी.]

अर्धेन्दु सेन, निदेशक

#### CORRIGENDUM

New Delhi, the 23rd April, 1996

S.O. 1350.—in the Gazette of India Ministry of Petroleum and Natural Gas S.O. No. 2788 dated 22-9-94 published on 15-10-94 under sub-section (i) of section 3 of the Petroleum & Mineral Pipeline (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) in respect of village Bilauwa, Tehsil Kailaras, Distt. Morena be read as follows:—

As per Gazette			Be read as corrected below	
Sr. No.	Survey No.	Area in Hectare	Survey No.	Area in Hectare
1	2	3	4	5
21.	131	00.4740	130/1	00.1920
—	—	—	130/2	00.2820

[No. L-14016/8/95 G.P.]

ARDHENDU SEN, Director

#### संशोधन

नई दिल्ली, 23 अप्रैल, 1996

का.प्रा.1361-भारत के राजपत्र दिनांक 15-10-94 के भाग-II खण्ड 3, उपखण्ड II में पेट्रोलियम और प्राकृतिक गैस मंत्रालय, भारत सरकार के का.प्रा. संख्या 2760/22-9-94 से पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अन्तर्गत प्रकाशित अधिसूचना जो कि ग्राम रबेरा, तहसील जौरा, जिला मुरैना के संबंध में थी, को निम्नानुसार पढ़ा जाये:—

राजपत्र के अनुसार		निम्न संशोधन के अनुसार पढ़ा जाये	
क्र.सं.	सर्वे संख्या	क्षेत्रफल हेक्टेयर में	क्षेत्रफल हेक्टेयर में
36.	7	00.7050	4 00.0300
—	—	—	8 00.2190
—	—	—	9 00.0930
—	—	—	10 00.3610
37.	1	01.5432	2 00.0625
—	—	—	3 00.1150
—	—	—	1 01.3657

[संख्या एन-14016/8/95-जी.पी.]

अर्धेन्दु सेन, निदेशक

## CORRIGENDUM

New Delhi, the 23rd April, 1996

S.O. 1951.....in the Gazette of India, Ministry of Petroleum and Natural Gas S.O. 2760 dated 22-9-94 published on 15-10-94 under sub-section (i) of section 3 of the Petroleum and Mineral Pipeline (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) in respect of village Rakhera, Tehsil Jaura, Distt. Morena be read as follows :—

As per Gazette		Be	Read as	Corrected	below
Sr. No.	Survey No.	Area in Hectare		Survey No.	Area in Hectare
1	2	3		4	5
36.	7	00.7050		4	00.0300
	—	—		8	00.2190
	—	—		9	00.0950
	—	—		10	00.3610
37.	1	01.5432		2	00.0625
	—	—		3	00.1150
	—	—		1	01.3657

[No. L-14016/8/95-G.P.]  
ARDHENDU SEN, Director

संशोधन

नई दिल्ली, 23 अप्रैल, 1996

का.प्रा. 1352—भारत के राजपत्र दिनांक 28-3-95 के भाग-2, खण्ड-3, उपखण्ड-(2) में पेट्रोलियम और प्राकृतिक गैस संभालय, भारत सरकार के का.प्रा. संख्या 255(प्र) दिनांक 24-3-95 से पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अन्तर्गत प्रकाशित अधिसूचना जो कि ग्राम रखेरा, तहसील जोरा, जिला मुरैना के संबंध में थी, को निम्नानुसार पढ़ा जाये।

राजपत्र के अनुसार		सिम्प संशोधन के अनुसार पढ़ा जाये	
क्र.सं.	सर्वे संख्या	क्षेत्रफल हेक्टेयर में	क्षेत्रफल हेक्टेयर में
11.	49	00.7220	149/1 00.3140
—	—	—	149/2 00.4080
15.	113	00.2090	113/1 00.1880
—	—	—	113/2 00.0210
17.	190	00.2217	109/1,2,3 00.2217
30.	94	01.1175	94/2 00.0100
—	—	—	94/3,4 00.3980
—	—	—	94/8 00.1150
—	—	—	94/1,5,6,7 00.5945
32.	95/2	00.3690	95/1/2 00.3690
33.	95/3	00.2580	95/1/3 00.2580

[संख्या एन-14016/8/95-जी.पी.]  
अर्धेन्दु सेन, निदेशक

## CORRIGENDUM

New Delhi, the 23rd April, 1996

S.O. 1352.....in the Gazette of India, Ministry of Petroleum and Natural Gas S.O. No. 255(E) dated 24-03-95 published on 28-03-95 under sub section (i) of section 6 of the Petroleum & Mineral Pipeline (Acquisition of Right of Users in Land) Act, 1962 in respect of village Rakhera, Tehsil Jaura, District Morena be read as follows :—

As per Gazette		Be Read as Corrected below		
Sr. No.	Survey	Area in Hectare	Survey No.	Area in Hectare
1	2	3	4	5
11.	149	00.7220	149/1	00.3140
	—	—	149/2	00.4080
15.	113	00.2090	113/1	00.1880
	—	—	113/2	00.0210
17.	107	00.2217	109/1, 2, 3	00.2217
30.	94	01.1175	94/2	00.0100
	—	—	94/3, 4	00.3980
	—	—	94/8	00.1150
	—	—	94/1 5, 6, 7	00.5945
32.	95/2	00.3690	95/1/2	00.3690
33.	95/3	00.2580	95/1/3	00.2580

[No. L-14016/8/95-G.P.]  
ARDHENDU SEN, Director

संशोधन

नई दिल्ली, 23 अप्रैल, 1996

का.प्रा. 1353—भारत के राजपत्र दिनांक 15-10-94 के भाग-2, खण्ड-3, उपखण्ड (2) में पेट्रोलियम और प्राकृतिक गैस संभालय, भारत सरकार के का.प्रा. संख्या 2787 दिनांक 22-09-94 से पेट्रोलियम और खनिज पाईप लाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अन्तर्गत प्रकाशित अधिसूचना जो कि ग्राम गोपालपुरा, तहसील जोरा, जिला मुरैना के संबंध में थी, को निम्नानुसार पढ़ा जाये :—

राजपत्र के अनुसार		संशोधन के अनुसार पढ़ा जाये	
क्र.सं.	सर्वे संख्या	क्षेत्रफल हेक्टेयर में	क्षेत्रफल हेक्टेयर में
6.	417/2	00.1227	417/2
—	—	—	418
—	—	—	420
—	—	—	421
10.	422	00.0936	422
15.	400	00.1439	400
—	—	—	399
60.	516/1	03.7785	516/1
62.	516/19	00.2355	516/20क
—	—	—	516/21ख
—	—	—	516/20क
—	—	—	516/21ग

[संख्या एन-14016/8/95-जी.पी.]  
अर्धेन्दु सेन, निदेशक

## CORRIGENDUM

New Delhi, the 23rd April, 1996

S.O. 1353.—In the Gazette of India, Ministry of Petroleum and Natural Gas S.O. No. 2787 dated 22-9-94 published on 15-10-94 under sub-section (i) of section 3 of the Petroleum and Mineral Pipeline (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) in respect of village Gopalpura, Tehsil Jaura, District Morena be read as follows :—

As per Gazette		Be Read as Corrected below	
Sr. Survey No.	Area in Hectare	Survey No.	Area in Hectare
6. 417/2	0.1227	417/2	Combined survey No. 0.2670
—	—	418	
—	—	420	
10. 422	0.0936	422	
15. 400	0.1439	400	0.1229
—	—	399	0.0210
60. 516/1	06.7785	516/1	06.1770
62. 516/19	0.2355	516/20 K	0.3020
—	—	516/21 Kh	0.4490
—	—	516/20 Kh	0.0210
—	—	516/21 G	0.1490

[No. L-14016/8/95-G.P.]  
ARDHENDU SEN, Director

संशोधन

नई दिल्ली, 23 अप्रैल, 1996

का.भा.1354.—भारत के राजपत्र दिनांक 20-03-95 के भाग-2, खण्ड-3, उपखण्ड (2) में पेट्रोलियम और प्राकृतिक गैस मंत्रालय, भारत सरकार के का.भा. संख्या 256(अ) दिनांक 24-03-95 से पेट्रोलियम और खनिज पार्श्वलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अन्तर्गत प्रकाशित अधिसूचना जो कि ग्राम गोपालपुरा, तहसील जौरा, जिला मुरैना के संबंध में थी, को निम्नानुसार पढ़ा जाये :—

राजपत्र के अनुसार		निम्न संशोधन के अनुसार पढ़ा जाये	
क्र.सं. सर्वे संख्या	क्षेत्रफल हेक्टेयर में	सर्वे संख्या	क्षेत्रफल हेक्टेयर में
1. 413	00.1728	—	—
2. 516/4	00.0455	516/4	00.3475
3. 414/2	00.1225	—	—
4. 414/1	00.1125	—	—
5. 417/1	00.0152	—	—
7. 417/4	00.0658	417/4	00.0417
8. 415/2	00.0015	—	—
9. 419	00.2163	419	00.1560
11. 516/14	00.0234	516/14	00.1460
21. 102	00.0742	102	00.1142

1	2	3	4	5
22.	103	00.1248	103/1	00.0848
50.	217	00.0418	217/1	00.0418
63.	516/9	00.4290	516/9	00.3450
64.	516/5	00.3030	—	—
65.	516/8	00.0084	516/8	00.3450

[संख्या एल-14016/8/95-जी.पी.]  
अर्धेन्द्र सैन, निदेशक

## CORRIGENDUM

New Delhi, the 23rd April, 1996

S.O. 1354.....in the Gazette of India Ministry of Petroleum and Natural Gas S.O. No. 256(E) dated 24-3-95 published on 28-3-95 under sub section (i) of section 6 of the Petroleum and Mineral Pipeline (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) in respect of village Gopalpura, Tehsil Jaura, Distt. Morena be read as follows :—

As per Gazette		Be Read as Corrected Below	
Sr. Survey No.	Area in Hectare	Survey No.	Area in Hectare
1. 413	00.1728	—	—
2. 516/4	00.0455	516/4	00.3475
3. 414/2	00.1225	—	—
4. 414/1	00.1125	—	—
5. 417/1	00.0152	—	—
7. 417/4	00.0658	417/4	00.0417
8. 415/2	00.0015	—	—
9. 419	00.2163	419	00.1560
11. 516/14	00.0234	516/14	00.1460
21. 102	00.0742	102	00.1142
22. 103	00.1248	103/1	00.0848
50. 217	00.0418	217/1	00.0418
63. 516/9	00.4290	516/9	00.3450
64. 516/5	00.3030	—	—
65. 516/8	00.0084	516/8	00.3450

[No L-14016/8/95-G.P.]  
ARDHENDU SEN, Director

संशोधन

नई दिल्ली, 23 अप्रैल, 1996

का.भा.1355.—भारत के राजपत्र दिनांक 28-03-95 के भाग-2, खण्ड-3, उपखण्ड (2) में पेट्रोलियम और प्राकृतिक गैस मंत्रालय, भारत सरकार के का.भा. संख्या 257(अ) दिनांक 24-03-95 से पेट्रोलियम और खनिज पार्श्वलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अन्तर्गत प्रकाशित अधिसूचना जो कि ग्राम सगौरिया, तहसील गोपालपुरा जिला मुरैना के संबंध में थी, को निम्नानुसार पढ़ा जाये :—

राजपत्र के अनुसार			निम्न संशोधन के अनुसार पढ़ा जाये	
क्र.सं.	सर्वे संख्या	क्षेत्रफल हेक्टेयर में	सर्वे संख्या	क्षेत्रफल हेक्टेयर में
5.	196	0.2680	196	0.3580
6.	205	0.2755	205/2	0.0400
—	—	—	205/3	0.1455
7.	198	0.0048	—	—
8.	199	0.1692	199	0.1740
10.	201	0.1500	201/1	0.1055
—	—	—	201/2	0.0400
—	—	—	201/3	0.0045
11.	202	0.2460	202/2	0.0500
—	—	—	202/3	0.0400
—	—	—	202/4	0.1560

[संख्या एल-14016/8/95-जी.पी.]

अर्धेन्दु सेन, निदेशक

## CORRIGENDUM

New Delhi, the 23rd April, 1996

S.O. 1355,.....—In the Gazette of India Ministry of Petroleum and Natural Gas S.O. No. 257(E) dated 24-3-95 published on 28-03-95 under sub section (i) of section 6 of the Petroleum and Mineral pipeline (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) in respect of village Sagoria, Tehsil Kailaras, District Morena be read as follows :—

As per Gazette		Be Read as Corrected Below		
Sr. No.	Survey No.	Area in Hectare	Survey No.	Area in Hectare
5.	196	0.2680	196	0.3580
6.	205	0.2755	205/2	0.0400
	—	—	205/3	0.1455
7.	198	0.0048	—	—
8.	199	0.1692	199	0.1740
10.	201	0.1500	201/1	0.1055
	—	—	201/2	0.0400
	—	—	201/3	0.0045
11.	202	0.2460	220/2	0.0500
	—	—	202/3	0.0400
	—	—	202/4	0.1560

[No. L-14016/8/95-G.P.]

ARDHENDU SEN, Director

संशोधन

नई दिल्ली, 23 अप्रैल, 1996

का.आ. 1355:—भारत के राजपत्र दिनांक 9-3-95 के भाग-II, खण्ड-3, उपखण्ड (ii) में पेट्रोलियम और प्राकृतिक गैस मंत्रालय, भारत सरकार के कां०आ० संख्या 144 (अ) दिनांक 2-3-95 से पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधि-

नियम 1962 (1962 का 50) की धारा 6 की उपधारा (1) के अन्तर्गत प्रकाशित अधिसूचना जो कि ग्राम घुरवारकला, तहसील ईसागर, जिला-गुना के संबंध में थी, को निम्नानुसार पढ़ा जाये:—

राजपत्र के अनुसार			निम्न संशोधन के अनुसार पढ़ा जाये		
क्र. सं.	सर्वे संख्या	क्षेत्रफल हेक्टेयर में	सर्वे संख्या	क्षेत्रफल	हेक्टेयर में
1.	695	00.5360	695		00.5969
2.	694	00.0609	---		---
4.	698	00.3466	698		00.0366
	---	---	699		00.3100
5.	680/2	00.2740	680/2		00.1740
6.	680/1	00.3250	680/1		00.0450
	---	---	679		00.3800
7.	676	00.0350	678		00.2990
8.	677	00.2780	671		00.2600
9.	681	00.2460	---		---
10.	672	00.3300	672		00.1200
	---	---	669		00.2100
11.	673/1	00.0600	673/2		00.0600
12.	673/2	00.3025	622		00.3025
	---	---	603		00.0450
	---	---	347/1170		00.0600

[संख्या एल-14016/8/95-जी.पी.]

अर्धेन्दु सेन, निदेशक

## CORRIGENDUM

New Delhi, the 23rd April, 1996

S.O. 1356,.....—In the Gazette of India Ministry of Petroleum and Natural Gas S.O. No. 144(E) dated 2-3-95 published on 9-3-95 under sub section (i) of section 6 of the Petroleum and Mineral Pipeline (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) in respect of village Ghurwarkalan, Tehsil Issagarh, District Guna be read as follows :—

As per Gazette		Be Read as Corrected Below		
Sr. No.	Survey No.	Area in Hectare	Survey No.	Area in Hectare
1.	695	0.5360	695	0.5969
2.	694	0.0609	—	—
4.	698	0.3466	698	0.0366
—	—	—	699	0.3100
5.	680/2	0.2740	680/2	0.1740
6.	680/1	0.3250	680/1	0.0450
—	—	—	679	0.3800
7.	676	0.0350	678	0.2990
8.	677	0.2780	671	0.2600
9.	681	0.2460	—	—
10.	672	0.3300	672	0.1200
—	—	—	669	0.2100
11.	673/1	0.0600	673/2	0.0600
12.	673/2	0.3025	622	0.3025
—	—	—	603	0.0450
—	—	—	347/1170	0.0600

[No. L-14016/8/95-G.P.]

ARDHENDU SEN, Director

## शहरी कार्य और रोजगार मंत्रालय

(शहरी विकास विभाग)

(दिल्ली प्रभाग)

(शुद्धि पत्र)

नई दिल्ली, 29 मार्च, 1996

का.आ. 1357.—दिल्ली के मास्टर प्लान के बारे में दिनांक 27 जनवरी, 1996 के एस.ओ.नं. 275 द्वारा भारत के राजपत्र के पृष्ठ 361 में प्रकाशित इस मंत्रालय की दिनांक 29-12-95 की समसंख्यक अधिसूचना के अंतिम पैरा में "संशोधन" शीर्षक के नीचे उपशीर्षक "पाकेट-II" में मौजूदा शब्द के स्थान पर निम्नलिखित शब्द प्रतिस्थापित किए जाएं:

"उत्तर दिशा में मौजूदा सीनियर सेकेंडरी स्कूल, पूर्व दिशा में मनोरंजनात्मक क्षेत्र, दक्षिण में 24 मीटर (80 फुट) चौड़ी सड़क और पश्चिम में 18 मीटर (60 फुट) चौड़ी सड़क से घिरा करीब 1.33 हेक्टेयर (3.30 एकड़) आकार का क्षेत्र।"

[सं. के-1301/1/11/92-डी डी आई वी]

आर. विश्वनाथन, अवसर सचिव

## MINISTRY OF URBAN AFFAIRS &amp; EMPLOYMENT

(Department of Urban Development)

(Delhi Division)

## CORRIGENDUM

New Delhi, the 29th March, 1996

S.O. 1357.—In the last para of the Ministry's Notification of even number dated 29-12-95 published in page 361 of Gazette of India dated 27th January, 1996 vide S.O. No. 275 regarding modification in the Master Plan for Delhi, the existing words under sub-heading "Pocket 2" below the Head 'Modification' are substituted as follows :

"Area measuring about 1.33ha. (3.30 acres) bounded by the existing Senior Secondary School in the North, recreational area in the East, 24 mts. (80 ft.) wide road in the South and 18 mts. (60 ft.) wide road in the West."

[No. K-1301/1/11/92-DDIB]

R. VISWANATHAN, Under Secy.

(निर्माण प्रभाग)

नई दिल्ली, 17 अप्रैल, 1996

का. आ. 1358.—लोक परिसर (अनधिकृत दखलदारों की बेवखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार नीचे दी गई तालिका के कालम (1) में वर्णित अधिकारियों को सरकारी राजपत्रित अधिकारी होने के नाते उक्त अधिनियम के प्रयोजनार्थ एसडू द्वारा संघी अधिकारी नियुक्त करती है तथा यह निर्देश भी देती है कि उक्त अधिकारी प्रवर्त शक्तियों का प्रयोग करके और उक्त अधिनियम द्वारा दिये गए उसके तहत संपदा

अधिकारियों के लिए निर्धारित बायिल्डों का निर्वाह उक्त तालिका के कालम (2) में निविष्ट लोक परिसरों बाबत अपने अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर करेंगे।

## तालिका

अधिकारी का पदनाम	लोक परिसरों की श्रेणियां तथा अधिकार क्षेत्र की स्थानीय सीमाएं
1	2
1. कार्यपालक इंजीनियर, "डी" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	केन्द्रीय लोक निर्माण विभाग की अधिकार क्षेत्र की स्थानीय सीमाओं में स्थित उनके प्रशासनिक नियंत्रण में आने वाले परिसर
2. कार्यपालक इंजीनियर, "ई" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—
3. कार्यपालक इंजीनियर, "जी" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—
4. कार्यपालक इंजीनियर, "आइ" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	वही
5. कार्यपालक इंजीनियर, "जे" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—
6. कार्यपालक इंजीनियर, "एन" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—
7. कार्यपालक इंजीनियर, "एम" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—
8. कार्यपालक इंजीनियर, "एन" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—
9. कार्यपालक इंजीनियर, "पी" डिवीजन, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—
10. कार्यपालक इंजीनियर, "क्यू" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—
11. कार्यपालक इंजीनियर, "आर" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—
12. कार्यपालक इंजीनियर, "टी" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—
13. कार्यपालक इंजीनियर, "यू" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—



1	2	1	2
14. कार्यपालक इंजीनियर, "बी" प्रभाग, केन्द्रीय लोक निर्माण विभाग नई दिल्ली	केन्द्रीय लोक निर्माण विभाग की अधिकार क्षेत्र की स्थानीय सीमाओं में स्थित उनके प्रशासनिक नियंत्रण में आने वाले परिसर	28. कार्यपालक इंजीनियर, "शिमला केन्द्र" प्रभाग-1, केन्द्रीय लोक निर्माण विभाग, शिमला	केन्द्रीय लोक निर्माण विभाग की अधिकार क्षेत्र की स्थानीय सीमाओं में स्थित उनके प्रशासनिक नियंत्रण में आने वाले परिसर
15. कार्यपालक इंजीनियर, "पुष्प विहार" मेट प्रभाग, केन्द्रीय लोक निर्माण विभाग नई दिल्ली	—वही—	29. कार्यपालक इंजीनियर, "शिमला केन्द्र" प्रभाग-II, केन्द्रीय लोक निर्माण विभाग, शिमला	—वही—
16. कार्यपालक इंजीनियर, "संसद कार्य" प्रभाग-1, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—	30. कार्यपालक इंजीनियर, "अजमेर केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग, अजमेर	—वही—
17. कार्यपालक इंजीनियर, "सी डी XIV", केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—	31. कार्यपालक इंजीनियर, "लखनऊ केन्द्र" प्रभाग-1, केन्द्रीय लोक निर्माण विभाग, लखनऊ	—वही—
18. कार्यपालक इंजीनियर, "संसद कार्य" प्रभाग, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—	32. कार्यपालक इंजीनियर, "लखनऊ केन्द्र" प्रभाग-II, केन्द्रीय लोक निर्माण विभाग, लखनऊ	—वही—
19. कार्यपालक इंजीनियर, "खालियर केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग खालियर	—वही—	33. कार्यपालक इंजीनियर, "बरेली केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग, बरेली	—वही—
20. कार्यपालक इंजीनियर, "जबलपुर केन्द्र" प्रभाग केन्द्रीय लोक निर्माण विभाग, जबलपुर	—वही—	34. कार्यपालक इंजीनियर, "खालियर केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग, खालियर	—वही—
21. कार्यपालक इंजीनियर, "मेछालय केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग, भिलांग	—वही—	35. कार्यपालक इंजीनियर "जबलपुर केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग, जबलपुर	—वही—
22. कार्यपालक इंजीनियर, "गोहाटी केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग, गोहाटी	—वही—	36. कार्यपालक इंजीनियर "बेहराडून केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग बेहराडून	—वही—
23. कार्यपालक इंजीनियर, "असम नागर उद्भयन कार्य" प्रभाग, केन्द्रीय लोक निर्माण विभाग, गोहाटी	—वही—	37. कार्यपालक इंजीनियर "केन्द्रीय प्रभाग" केन्द्रीय लोक निर्माण विभाग, शिलांग	—वही—
24. कार्यपालक इंजीनियर, "मणिपुर केन्द्र" प्रभाग-1, केन्द्रीय लोक निर्माण विभाग, नई दिल्ली	—वही—	38. कार्यपालक इंजीनियर "भ्रमृतसर केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग, भ्रमृतसर	—वही—
25. कार्यपालक इंजीनियर, "त्रिपुरा केन्द्र" प्रभाग केन्द्रीय लोक निर्माण विभाग, अगरतला	—वही—	39. कार्यपालक इंजीनियर "आगरा केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग, आगरा	—वही—
26. कार्यपालक इंजीनियर, "त्रिपुरा केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग, त्रिपुरा	—वही—	40. कार्यपालक इंजीनियर, "जयपुर केन्द्र" प्रभाग-II, केन्द्रीय लोक निर्माण विभाग, जयपुर	—वही—
27. कार्यपालक इंजीनियर, "बंशीगढ़ केन्द्र" प्रभाग III, केन्द्रीय लोक निर्माण विभाग बंशीगढ़	—वही—	41. कार्यपालक इंजीनियर "जैसलमेर केन्द्र" प्रभाग, केन्द्रीय लोक निर्माण विभाग, जैसलमेर।	—वही—

(1)	(2)	(1)	(2)
42. कार्यपालक इंजीनियर, “दावरा केन्द्र” प्रभाग, केन्द्रीय लोक निर्माण विभाग, सिलवासा	केन्द्रीय लोक निर्माण विभाग की अधिकार क्षेत्र की स्थानीय सीमाओं में स्थित उनके प्रशास- निक नियंत्रण में आने वाले परिसर	47. कार्यपालक इंजीनियर, “भुवनेश्वर केन्द्र” प्रभाग—III, केन्द्रीय लोक निर्माण विभाग, भुवनेश्वर ।	—वही—
43. कार्यपालक इंजीनियर, “नागवेड़ केन्द्र” प्रभाग, केन्द्रीय लोक निर्माण विभाग, मुदखड (नागवेड़)	—वही—	48. कार्यपालक इंजीनियर, “सी सी डी VIII” प्रभाग, केन्द्रीय लोक निर्माण विभाग, कलकत्ता ।	—वही—
44. कार्यपालक इंजीनियर, “नागपुर केन्द्र” प्रभाग—III, केन्द्रीय लोक निर्माण विभाग, नागपुर ।	—वही—	49. कार्यपालक इंजीनियर “तेजपुर केन्द्र” प्रभाग, केन्द्रीय लोक निर्माण विभाग, तेजपुर ।	—वही—
45. कार्यपालक इंजीनियर, “हन्वीर केन्द्र” प्रभाग—II, केन्द्रीय लोक निर्माण विभाग, हन्वीर	—वही—	50. कार्यपालक इंजीनियर, “हुबली केन्द्र” प्रभाग, केन्द्रीय लोक निर्माण विभाग, हुबली	—वही—
46. कार्यपालक इंजीनियर, “सिलीगुड़ी केन्द्र” प्रभाग, केन्द्रीय लोक निर्माण विभाग, सिलीगुड़ी	—वही—		

[सं. 28012/98/90-निर्माण-3]  
जी.पी. रामानाथन, उप सचिव

## (Works Division)

New Delhi, the 17th April, 1996

S.O. 1358.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being gazetted officers of Government to be estate officers for the purposes of the said Act and further directs that the said officers shall exercise the powers conferred, and perform the duties imposed, estate officers by or under the said Act within the local limits of their respective jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the officer	Categories of Public Premises and local limits of jurisdiction
(1)	(2)
1. Executive Engineer, 'D' Division, Central Public Works Department, New Delhi.	Premises under the administrative control of Central Public Works Department situated within local limits of his jurisdiction.
2. Executive Engineer, 'E' Division, Central Public Works Department, New Delhi.	-do-
3. Executive Engineer, 'C' Division, Central Public Works Department, New Delhi.	-do-
4. Executive Engineer, 'I' Division, Central Public Works Department, New Delhi.	-do-
5. Executive Engineer, 'J' Division, Central Public Works Department, New Delhi.	-do-
6. Executive Engineer, 'L' Division, Central Public Works Department, New Delhi.	-do-

(1)	(2)
7. Executive Engineer, 'M' Division, Central Public Works Department, New Delhi.	Premises under the administrative Control of Central Public Works Department situated within the limits of his jurisdiction.
8. Executive Engineer, 'N' Division, Central Public Works Department, New Delhi.	-do-
8. Executive Engineer, 'N' Division, Central Public Works Department, New Delhi.	-do-
9. Executive Engineer, 'P' Division, Central Public Works Department, New Delhi.	-do-
10. Executive Engineer, 'Q' Division, Central Public Works Department, New Delhi.	-do-
11. Executive Engineer, 'R' Division, Central Public Works Department, New Delhi.	-do-
12. Executive Engineer, 'T' Division, Central Public Works Department, New Delhi.	-do-
13. Executive Engineer, 'U' Division, Central Public Works Department, New Delhi.	-do-
14. Executive Engineer, 'V' Division, Central Public Works Department, New Delhi.	-do-
15. Executive Engineer, 'Pushp Vihar' Maint Division, Central Public Works Department, New Delhi.	-do-
16. Executive Engineer, CD-XIV, Central Public Works Department, New Delhi.	-do-
17. Executive Engineer, 'Parliament Works' Division-I, Central Public Works Department, New Delhi.	-do-
18. Executive Engineer, 'Parliament Works' Division-III, Central Public Works Department, New Delhi.	-do-
19. Executive Engineer, 'Gwalior Central' Division, Central Public Works Department, Gwalior.	-do-
20. Executive Engineer, 'Jabalpur Central' Division, Central Public Works Department, Jabalpur.	-do-
21. Executive Engineer, 'Meghalaya Central' Division, Central Public Works Department, Shillong.	-do-
22. Executive Engineer, 'Guwahati Central' Division, Central Public Works Department, Guwahati.	-do-
23. Executive Engineer, 'Assam Aviation Works' Division, Central Public Works Department, Guwahati.	-do-
24. Executive Engineer, 'Manipur Central' Division-I, Central Public Works Department, Imphal.	-do-
25. Executive Engineer, 'Tripura Central' Division, Central Public Works Department, Agartala.	-do-
26. Executive Engineer, 'Trichur Central' Division, Central Public Works Department, Trichur.	-do-
27. Executive Engineer, 'Chandigarh Central' Division-III, Central Public Works Department, Chandigarh.	-do-
28. Executive Engineer, 'Shimla Central' Division-I, Central Public Works Department, Shimla.	-do-
29. Executive Engineer, 'Shimla Central' Division-II, Central Public Works Department, Shimla.	-do-
30. Executive Engineer, 'Ajmer Central' Division, Central Public Works Department, Ajmer.	-do-

(1)	(2)
31. Executive Engineer, 'Lucknow Central' Division-I, Central Public Works Department, Lucknow.	Premises under the administrative Control of Central Public Works Department situated within local limits of his jurisdiction.
32. Executive Engineer, 'Lucknow Central' Division-II, Central Public Works Department, Lucknow.	-do-
33. Executive Engineer, 'Bareilly Central' Division, Central Public Works Department, Bareilly.	-do-
34. Executive Engineer, 'Gwalior Central' Division, Central Public Works Department, Gwalior.	-do-
35. Executive Engineer, 'Jabalpur Central' Division, Central Public Works Department, Jabalpur.	-do-
36. Executive Engineer, 'Dehradun Central' Division-II, Central Public Works Department, Dehradun.	-do-
37. Executive Engineer, 'Central Division', Central Public Works Department, Shillong.	-do-
38. Executive Engineer, 'Amritsar Central' Division, Central Public Works Department, Amritsar.	-do-
39. Executive Engineer, 'Agra Central' Division, Central Public Works Department, Agra.	-do-
40. Executive Engineer, 'Jaipur Central' Division-II, Central Public Works Department, Jaipur.	-do-
41. Executive Engineer, 'Jaisalmer Central' Division, Central Public Works Department, Jaisalmer.	-do-
42. Executive Engineer, 'Dadra Central' Division, Central Public Works Department, Silvassa.	-do-
43. Executive Engineer, 'Nanded Central' Division, Central Public Works Department, Mudkhad (Nanded)	-do-
44. Executive Engineer, 'Nagpur Central' Division-III, Central Public Works Department, Nagpur.	-do-
45. Executive Engineer, 'Indore Central' Division-II, Central Public Works Department, Indore.	-do-
46. Executive Engineer, 'CCD VIII' Division, Central Public Works Department, Calcutta.	-do-
47. Executive Engineer, 'Bhubaneswar Central' Division-III, Central Public Works Department, Bhubaneswar.	-do-
48. Executive Engineer, 'Siliguri Central' Division, Central Public Works Department, Siliguri	-do-
49. Executive Engineer, 'Tejpur Central' Division, Central Public Works Department, Tejpur.	-do-
50. Executive Engineer, 'Hubli Central' Division, Central Public Works Department, Hubli.	-do-

पर्यावरण और वन मंत्रालय

नई दिल्ली, 29 फरवरी, 1996

का.आ. 1359.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पर्यावरण एवं वन मंत्रालय के अधीन निम्नलिखित कार्यालयों, जिनके कर्मचारी शून्य ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है:—

1. वन्य जीव क्षेत्रीय कार्यालय, मद्रास।
2. भारतीय वनस्पति सर्वेक्षण, कलकत्ता।

[सं. ई-11011/31/85-का.हि. II]

डा. किरन शुक्ल, उप निदेशक (रा.भा.)

## MINISTRY OF ENVIRONMENT &amp; FORESTS

New Delhi, the 29th February, 1996

S.O. 1359.—In pursuance of sub-Rule (4) of Rule 10 of the Official Language (use for official purpose of the union) Rule, 1976 the Central Government hereby notifies the following offices under the administrative control of the Ministry of Environment and Forests, the staff whereof have acquired a working knowledge of Hindi:—

1. Wildlife Preservations, Regional Office Madras.
2. Botanical Survey of India, Calcutta.

[No. E-11011/31/85-Ka Hindi II]

DR. KIRAN SHUKLA, Dy. Director

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 14 मार्च, 1996

का.आ. 1360.—केन्द्रीय सरकार, चलचित्रिकी (प्रमाणन) नियम, 1983 के नियम 7 एवं 8 के साथ पठित चलचित्रिकी अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) में प्रदत्त शक्तियों का उपयोग करते हुए तथा इस मंत्रालय की दिनांक 3-1-1996 की अधिसूचना संख्या 813/5/95-एफ. (सी) के अनुक्रम में श्री मदनलाल गंगाधरी तथा श्री गोपाल पहाड़िया को केन्द्रीय फिल्म प्रमाणन बोर्ड के दिल्ली सलाहकार पैनल के सदस्य के रूप में तत्काल प्रभाव से तथा अगले आदेशों तक नियुक्त करती है।

[फाइल संख्या 813/5/95-एफ (सी)]

आर.सी. शहादपुरी, डेस्क अधिकारी

## MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 14th March, 1996

S.O. 1360.—In exercise of the powers conferred by sub-section (i) of section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the cinematograph (Certification) Rules 1983 and in continuation of this Ministry's notification No. 813/5/95-F(C) dated 3rd January, 1996, the Central Government is pleased to appoint Shri Madan Lal Gangahery and Shri Gopal Paharia as Members of the Delhi Advisory Panel of the Central Board of Film Certification with immediate effect and until further orders.

[File No. 813/5/95-F(C)]

R. C. SHAHDADPURI, Desk Officer

पर्यटन विभाग

नई दिल्ली, 8 अप्रैल, 1996

का. आ. 1361.—केन्द्रीय सरकार राजभाषा संघ के शासकीय प्रयोजनों के लिए प्रयोग नियमावली 1976 के नियम 10 के उपनियम (4) के अनुसरण

में पर्यटन विभाग के निम्न अधीनस्थ कार्यालय को अधिसूचित करती है, जहां के 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है:—  
भारत सरकार क्षेत्रीय पर्यटक कार्यालय, कालकत्ता।

[फा. सं. ई-11016(4)/96-रा भा]

चिरंजीव सिंह अपर महानिदेशक (प्रशासन)

## DEPARTMENT OF TOURISM

New Delhi, the 8th April, 1996

S.O. 1361.—In pursuance of sub rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules 1976, the Central Government hereby notifies the following subordinate office of Department of Tourism, the 80 per cent staff whereof have acquired working knowledge of Hindi:—Govt. of India Regional Tourist Office, Calcutta.  
CHIRANJEEV SINGH, Addl. Director General (Admn.)

[F. No. E-11016(4)/96.O.L]

नागर विमानन और पर्यटन मंत्रालय

(नागर विमानन विभाग)

नई दिल्ली, 19 अप्रैल, 1996

का.आ. 1362.—राष्ट्रपति पवन हंस लिमिटेड के संगन ज्ञान तथा संगम अनुष्ठानों के अनुष्ठान 40 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, नागर विमानन विभाग में संयुक्त सचिव श्री रंजन चटर्जी को दिनांक 20 सितम्बर, 1995 से एक वर्ष की अवधि के लिए अथवा नियमित पदधारी की नियुक्ति तक, जो भी पहले हो, पवन हंस के अध्यक्ष-महोदय निदेशक का अतिरिक्त प्रभार सौंपने की सहर्ष मंजूरी प्रदान करते हैं।

[संख्या एवी-13015/004/95-एस.बी.एल/का.ई]

सुरेन्द्र कुमार तिवल, प्रवर सचिव

## MINISTRY OF CIVIL AVIATION &amp; TOURISM

(Department of Civil Aviation)

New Delhi, the 19th April, 1996

S.O. 1362.—In exercise of the powers conferred by Article 40 of the Memorandum and Articles of Association of Pawan Hans Limited, the President is pleased to accord approval for entrusting the additional charge of Chairman-Managing Director, Pawan Hans Limited to Shri Ranjan Chatterjee, Joint Secretary in Department of Civil Aviation for a period of one year with effect from 20th September, 1995 or till the appointment of a regular incumbent, whichever is earlier.

[No. AV-13015/004/95(ACVL)](VE)

S. K. SINGHAL, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 9 अप्रैल, 1996

का.आ. 1363.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबन्धन के संबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, विशाखापत्तनम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-4-96 को प्राप्त हुआ था।

[सं. एल-22012/159/एफ/92-आईआर (सी-II)]

राजा माल, डेस्क अधिकारी

## MINISTRY OF LABOUR

New Delhi, the 9th April, 1996

S.O. 1363.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Visakhapatnam as shown in the Industrial Dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on the 3-4-96.

[No. L-22012/159/F/92-IRCH]

RAJA LAL, Desk Officer

## ANNEXURE

IN THE COURT OF INDUSTRIAL TRIBUNAL CUM  
LABOUR COURT VISAKHAPATNAM

## PRESENT :

Smt. G. Jaishree, B.Sc., LL.M., Chairman & Presiding  
Officer

Saturday, the 16th day of March, 1996

IT.I.D. No. 13/92(C)

## BETWEEN

Shri Modugula Suryanarayana.

Laxminagar,

Judge Garden,

Gopalapatnam (PO),

Visakhapatnam—530027.

... Workman.

## AND

The Joint Manager (Port Operations),

Food Corporation of India,

Visakhapatnam—530035.

... Management.

This dispute coming on for final hearing before me in the presence of Sri A. V. Sambasiva Rao and Sri A.S. Rama Sarma, advocates for workman and Sri M.K. Sitaramaiah, advocate for management upon hearing the arguments of both sides the court passed the following :

## AWARD

(1) In this case, the Government of India referred the dispute to this Tribunal for settlement which is existing between the workman and the management of Food Corporation of India.

(2) The following is the terms of reference :

"Whether the action of the management of Food Corporation of India is justified in terminating the services of M. Suryanarayana, Part-time Scavenger when the Scavenging work performed by him has been entrusted to a contractor? If not, to what relief the workman is entitled to?"

(3) In the claim statement it is stated that the workman worked in the respondent organisation as Part time Scavenger in the year 1989 from March and ever since, worked to the satisfaction of the superiors. The management terminated his services illegally on 26-6-90 without following principles of natural justice and without giving notice or paying notice pay. It is stated that prior to his appointment, he worked in the place of his grand-mother and signed the wage register and prior to 1989 he worked there for 6 years. Thus, it is prayed that he may be reinstated into service with back wages and continuity of service.

(4) In the counter filed by the management the petition is opposed stating that the workman is a daily wage workman and he is not even a part time scavenger. It is stated that the workman is not a permanent employee and he is not entitled to notice of termination. It is denied that the workman worked for 6 years prior to 1989 as alleged. It is stated that he worked only for 283 days and he is not entitled to any notice or compensation but on humanitarian grounds, the management sent letter dated 5-1-91 to the workman enclosing a cheque for Rs. 1003 with all the particulars. But the cover was returned as the workman

was not available at that address. Thus, it is prayed that the petition may be dismissed.

(5) On behalf of the workmen, the workman got himself examined as MW1 and no documents are marked. On behalf of the management, MWs 1 and 2 are examined and exhibits M1 and M2 are marked. Heard arguments of both sides.

(6) The points that arise for consideration are :

(1) Whether the termination of the workman is legal and valid ?

(2) To what relief is the workman entitled ?

(7) Point No. 1 : The workman deposed as MW1 that he worked as Sweeper with the management from March, 1989 and he was removed from service in June, 1990. He deposed that earlier to 1989, he worked as Sweeper for 5 to 6 years in the place of his grand-mother who was appointed. The contention of the management is that the workman is only a daily wage worker and he is not entitled to the benefits of Industrial Disputes Act and he need not be given any notice or compensation. MW1 deposes that the workman was working as part time scavenger on daily wage basis and was paid Rs. 500 per month. He deposes that he used to work for 2 to 3 hours per day. According to him the scavengers employed on permanent basis get salary per month is Rs. 2000. In his cross-examination he said that the workman was paid contingent amount. MW1 who is another officer of the management produced Ex. M1 which is the extract from the acquaintance register of the year 1990 to show that the workman was paid remuneration calculated on the basis of daily rate. He produced Ex. M2 for showing the salary details of permanent scavenger. Thus, the management proved that the workman was working as part time scavenger on daily rate basis. The learned counsel for the management relied upon a decision of Punjab and Haryana High Court reported in 1988 LAB-IC page 867 and it is contended that a part time worker is not entitled to the benefits of Sec. 25F of the I.D. Act. The petitioner does not depose that he was a full time employee of the management. On the other hand, MW1 deposed that the workman used to work for two to three hours per day only. Thus, the workman was a part time worker and he is not entitled to the benefits of Sec. 25F of the I.D. Act and accordingly to the benefits of I.D. Act. Even assuming that the workman was entitled to the benefits of Sec. 25F of the I.D. Act and accordingly to the notice or notice pay and compensation, WW1 admits that the management served notice on him for termination but he refused to sign. He also admits that the management sent him a cheque for Rs. 1003 but he did not receive the same being afraid that he will be removed from service if he received this amount. Thus, it is evident that the workman deliberately avoided to receive notice of termination and compensation amount. WW1 also deposes that he was informed that as all the scavengers are removed in Madras, he is also removed. Though he sates that another worker by name Nagmani was appointed in his place, in cross-examination he admits that he does not remember the name exactly. Thus, the workman who is a part time daily rate worker was terminated for valid policy reason and by trying to follow the provisions of Sec. 25F of the I.D. Act but the workman deliberately avoided to receive notice and compensation as per the provisions of Sec. 25F of the I.D. Act. In all these circumstances, I come to the conclusion that the termination of services of the workman by the management is not illegal and the same is proper and valid. I hold this point accordingly.

(8) I hold on point No. 1 above that the termination of service of the workman is valid and proper. Hence the workman is not entitled to any relief in these proceedings.

(9) In the result, Nil award is passed and the reference is answered accordingly with the following terms : "The action of the management Food Corporation of India is justified in terminating the services of M. Suryanarayana, Part time scavenger."

Dictated to stenographer by her given under my hand and seal of the court this the 16th day of March, 1996.

SMT. G. JAISHREE, Chairman and Presiding Officer

#### APPENDIX OF EVIDENCE IN I.T.L.D. No. 13/92(C)

##### WITNESSES EXAMINED :

For Workman : For Management:  
WW1 : M. Suryanarayana. MW1 : I. N. Muthy.  
MW2 : P.R. Ramachandra Rao.

##### DOCUMENTS MARKED

For workman : Nil.

For Management :

Ex. M1 : 1-6-90 : Copy of miscellaneous contingent voucher.

Ex. 12 : Copy of showing gross salary of scavenger in case of fresh appointment (Regular/permanent).

नई दिल्ली, 9 अप्रैल, 1996

का०ग्रा० 1364 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई० सी० एल० के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3/4/96 को प्राप्त हुआ था।

[सं० एल०-19012/54/80-डी० VI (बी०)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 9th April, 1996

S.O. 1364.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of E.C. Ltd. and their workmen, which was received by the Central Government on the 3rd April, 1996.

[No. L-19012/54/80-D.IV(B)]

RAJA LAL, Desk Officer

##### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 57 of 1982

##### PARTIES :

Employers in relation to the management of Lachipur Colliery, under Kajora Area of Eastern Coalfields Ltd., P.O. Kajoragram, District Burdwan (WB)

##### AND

Their Workmen.

##### PRESENT :

Mr. Justice K. C. Jagadeb Roy, Presiding Officer.

##### APPEARANCES :

On behalf of Management.—Mr. Arunava Ghosh, Advocate with Mr. R. Talukdar, Advocate and Mr. D. Mukhopadhyaya, Advocate.

On behalf of Workmen—Miss S. Mukherjee, Advocate.

STATE : West Bengal.

INDUSTRY : Coal.

##### AWARD

By Order No. L-19012/54/80-D.IV(B) dated 6th November, 1982 the Central Government in exercise of its powers under section 10(1)(d) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication on transfer from Central Government Industrial Tribunal, No. 3, Dhanbad :

"Whether the demand of the workmen for departmentalisation of contract labourers of Lachipur Colliery under Kajora Area of Eastern Coalfields Ltd., P.O. Kajoragram, District Burdwan numbering 148 as per Annexure is justified? If so, to what relief are the workmen entitled?"

##### ANNEXURE

1. Ram Chandra Lal
2. Titar Bhuiya
3. Babulal Parhak
4. Raghu Bhuiya
5. Alpanath Ram
6. Bhasu Bhuiya
7. Ashok Kr. Choudhury
8. Kuldip Mahato
9. Subhas Show
10. Siju Bhuiya
11. Lalan Prasad
12. Nanda Gope
13. Bhaneswar Turi
14. Babulal Keot
15. Krishna Roy
16. Pradesh Routh
17. Jagdish Tanti
18. Fulchand Rajak
19. Jamal Khan
20. Pampa Bhuiya
21. Pumam Bhuiya
22. Ashoke Mandal
23. Anil Turi
24. Lakhiram Majhi
25. Jagdeo Majhi
26. Kamal Marsal
27. Nimai Turi
28. Rabi Majhi
29. Brige Basi
30. Sakti Turi
31. Sitaram
32. Ganesh Lal
33. Nirmal Lal
34. Suresh Harijan
35. Chandradeo Pasman
36. Ram Brich
37. Kan Jusi Pasman
38. Lamboo Turi

39. Rajendra Rabidas
40. Bhola Das.
41. Fadu Prasad
42. Naran Chowdhuri
43. Samsundar Roy
44. Siyusaran Nunia
45. Subhas Show
46. Bhuin Show
47. Ram Ch. Bhuiya
- 48.
49. Samsuddin
50. Bhagawan Show
51. M. D. Jaber
52. Sri Ram
53. Giri Bhuiya
54. Kishan Pasman
55. Sanat Chatterjee
56. Bishun Jadav
57. Dayaram
58. Srikanta Jadav
59. Sona Majhi
60. Shibnath Keol
61. Pitambar Pasi
62. No. 2 Subhas Show
63. Md. Islam
64. Gonan Bhuiya
65. Sudeswar Pasman
66. Rajendra Ram
67. Ram Ch. Ram
68. Kapildeo Pasman
69. Kuldip Jadav
70. Jagdish Bin
71. Ashoke Yadav
72. Raghuban Show
73. Lalmohan Bhagat
74. Ramjee Jadav
75. Suresh Pandit
76. Ram Swarup Das
77. Jageswar Pandit
78. Dinod Roy
79. Anurag Mahati
80. Shyanlal Harijan
81. Ramoudh Rajbhar
82. Ramoudh Rajbhar
83. Ramjatan Paswan
84. Muslim Mia
85. Ali Hussain
86. Rmoudh Kanoo
87. Paramanand
88. Bangali Baswakarn
89. Basudev Tanti
90. Makny Das
91. Ramdeo Choudhury
92. Jainal Mia
93. Ali Hussain Mia
94. Umashankar Bin
95. Ram Chandra Pasman
96. Chandrika Singh
97. Tangiram
98. Habib Mia
99. Badloo Mia
100. Foudar
101. Ram Jatan
102. Kartik Kumar Pramanick
103. Baijnath Mahato
104. Lakhiram Majhi
105. Dhananjoy Majhi
106. Motilal Majhi
107. Sew Prasad
108. Sitaram Rabidas
109. Achbhar Singh
110. Surajdeo Jadav
111. Rajkumar Singh
112. Bhanu Pratap
113. Siddik Mia
114. Gorakh Nath
115. Seoji Singh
116. Baephia Lal
117. Mohanta Jadav
118. Suraj Deo
119. Krishna Roy
120. Jagdish Harijan
121. Amarnath Pandey
122. Sew Charan Bin
123. Baijnath Das
124. Dasrath Das
125. Dinesh Bin
126. Bharat Bin
127. Mohanga Jadav
128. Krishna Modi
129. Jagannath Jadav
130. Surendra Ram
131. Ram Kailash Bin
132. Munarik Jadav
133. Arun Kumar
134. Chandra Deo Das
135. Indradeo Chowdhury
136. Sarjoo Ram
137. Genoo Pasman
138. Ramanand Singh
139. Nanda Lal Ram
140. Ramakatar Ram
141. Dinanath Ram
142. Faudar Harijan
143. Bihari Pandit
144. Mahendra Ram
145. Kamal Mia
146. Jetha Singh
147. Ram Ch. Singh
148. Yerfam Khan,



2. The written statement was filed by the workmen under the signature of the General Secretary of the Ningha Colliery Mazdoor Union followed by the written statement of the employer under the signature of the Agent of the Lachipur Colliery, which were supplemented later by rejoinders by both the parties.

3. A preliminary point was raised by the management on the maintainability of this reference but the preliminary point was not heard and the hearing on the same was deferred, ultimately to be dealt along with the merit of the case. The contention of the management in raising this objection was that from the order of reference it appeared that the workmen were making a demand for abolition of the contract labour in the Lachipur Colliery, which this Tribunal has no jurisdiction to go into in view of the provisions contained in Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. It is the appropriate Government who may, after consultation with the Central Board or as the case may be, a State Board, prohibit by notification in the official gazette, employment of contract labour in the process, operation or in other work in any establishment.

4. By going through the schedule of reference I am of the view that the Tribunal was not called upon to pass an order of adjudication prohibiting engagement of contract labour in the Lachipur Colliery. The reference is accordingly misunderstood and misconceived by the management. The literal meaning of the reference is something different. The Tribunal is called upon to answer if the 148 workmen as per the annexure to the schedule of reference, who are contract labourers of Lachipur Colliery had a reasonable demand to be departmentalised; in other words to be regularised by absorption in the Lachipur Colliery under Kajora Area of the Eastern Coalfields Ltd., Burdwan. I accordingly do not consider that the schedule of reference is bad and without jurisdiction. It is needless to say that there is no master and servant or employer and employee relationship between the contract labourers and the Lachipur Colliery where they were allowed to work through the contractors, so that any dispute regarding the conditions of service between them could not be treated as an "industrial dispute" within the meaning of the Industrial Disputes Act, 1947. This has been so held by the Kerala High Court in a case reported in 1992(II) LLJ 782 and as such could not have been referred to as an industrial dispute for adjudication to this Tribunal. That apart, if the substance of the reference was in fact a reference requiring adjudication by this Tribunal on the point if Lachipur Colliery should abolish engagement of contract labourers, it would be as I have already indicated is not for this Tribunal to decide and was exclusively within the domain and jurisdiction of the appropriate government, which has then so held in the case of Nilgiris Cooperative Marketing Society vs. State of Tamilnadu reported in 1989(II) LLN 43 (Madras).

The Hon'ble Apex Court also come to hold in BHEL Workers Union vs. Union of India, reported in 1985(1) S.C.C. at page 630 that the Supreme Court itself would not in exercise of its powers under Article 32 of the Constitution of India order abolition of contract labour system in any establishment.

5. In such view of the matter, had this reference required the adjudication if the contract labour system should be abolished in Lachipur Colliery, the Tribunal would have been incompetent and would have no jurisdiction to adjudicate the same. But as already stated, the language of the schedule of reference is something different. It has called upon the Tribunal to decide if the 148 persons mentioned in the annexure to the schedule of reference was justified in their demand for departmentalisation, in other words regularisation of these workmen in the departments where they were working.

6. The framers of the Act in question have allowed and recognised the contract labour and did not purport to abolish them in its entirety. The primary object of the Act was to prevent and safeguards against the exploitation of the contract labourers by the contractor or the establishment. For achieving that object, statutory restrictions and responsibilities have been imposed on the contractor as well as on the principal employer. Section 20 of the Contract Labour

(Regulation and Abolition) Act, 1970 deals with the responsibility of the principal employer for payment of wages.

A recently decided case R. K. Panda & Ors. vs. Steel Authority of India & Ors., reported in (1994) 5 S.C.C. 304, the Hon'ble Supreme Court while dealing with the cases of some contract labourers who were seeking regularisation of employment from the said authority, came to find that they were continuing in employment for the period ranging from 10 to 20 years and were allegedly being treated as contract labourers only for defeating their claims. Though the contractors used to be changed and new contractors were made under the terms of agreement, those contract labourers were retained for the work of the steel plant. The Hon'ble Supreme Court gave following directions in that case :

- (i) Such of the contract labourers as were continuing in respondent's employment for the last 10 years in spite of change of contractors and had not crossed the age of superannuation and were medically fit should be absorbed as regular employees.
- (ii) On such absorption, their inter se seniority to be determined departmentally/job-wise on the basis of continuous employment.
- (iii) Regular wages would be payable only for the period subsequent to the absorption and not for the period prior thereto. If in respect of any group of contract labourers no rates of wages had been fixed, the minimum rate payable to unskilled workmen doing other similar jobs should be applied to such contract labourers.
- (iv) The order would not constitute a bar to retrenchment in accordance with law.
- (v) Dispute, if any as to the identification of the contract labourers to be absorbed should be decided by the Chief Labour Commissioner (Central) on evidence.
- (vi) Persons retrenched but taken back in terms of the Supreme Court's direction, shall also be entitled to the benefits of the decision.
- (vii) The aforesaid period of 10 years would count for calculating the retrenchment benefits in case of retrenchment.

The decision in the case of R. K. Panda & others (supra) establishes the right of the contract labourers to be regularised under the principal employer as a right, the breach of which therefore could give rise to an "industrial dispute" between the contract labourers and the principal employer and can be the subject matter of reference. As such, the present reference is maintainable in law.

7. This is a very old case on the file of the Tribunal and lingering since 1982 and was originally referred to the Central Government Industrial Tribunal Dhanbad in the year 1981 and ultimately transferred to this Tribunal at Calcutta and has been subjudice here since then and had been dealt with by several Presiding Officers of this Tribunal earlier.

8. Only one witness has been examined from the side of the workmen and another from the side of the management. Baijnath Mahato who claims to be one of the contract labourers being shown in Serial No. 103 in the annexure to the schedule, has been examined himself as per his deposition as the sole witness for all the workmen. His evidence before the Tribunal was that he worked in the Lachipur Colliery since 1974 and continued till November 1980 and other workmen were also employed like him during the said period, may be in some cases 6 months earlier or 6 months subsequent to his employment. Even if his evidence is taken in its face value, none of these contract labourers satisfied the condition of 10 years as was set out by the Hon'ble Supreme Court cited above. According to him the demand about their permanency and departmentalisation yielded no result. Neither they were given any identity cards nor given any letter of appointments. It was his case that the names of the concerned contract labourers were not recorded in the B Form Register of the Colliery and they had no paper to show that they had been working from 1974 to November, 1980.

9. From the side of the management the only witness who was examined on 14th August, 1991 in chief was not subjected to cross-examination, nor steps were taken by the workmen to cross-examination him. Nothing much is found from his evidence excepting the fact that excepting the contractor labourers shown in Serial Nos. 23, 25, 29, 38, 44, 45, 46, 61, 62, 72, 73, 91, 99, 109, 116, 123, 130 and 132, all other contract labourers were before the Hon'ble High Court at Calcutta in the Writ Case No. 14513(W) of 1988 which was disposed of on 28th November, 1988, a certified copy of which is also filed as Ext. M-13. The certified copy of the order passed in the Civil Order 14513 of 1988 passed on 28th November, 1988 shows that the Hon'ble High Court at Calcutta disposed of the petition with the sole direction that the petitioners shall raise their grievances under the Contract Labour (Regulation and Abolition) Act 1970 within 2 weeks from the date of the order, though the Act had not been correctly mentioned in the order, may be due to typographical error. The parties have not brought to the knowledge of this Tribunal, even though the case is lingering for so long as to the subsequent action taken by the workmen after the order of the Hon'ble High Court of Calcutta in the aforesaid Writ Case.

10. A number of documents have been filed both by the management and the workmen. About 16 documents have been marked on behalf of the management, whereas workmen have exhibited no documents on their behalf. Most of these documents are not necessary for a decision of the case and no reliance is placed on any of the documents at the time of argument. They are merely vouchers showing the payments.

11. I accordingly find from the materials on record that the conditions required for regularisation as per the decision of the Hon'ble Supreme Court in R. K. Panda's case (supra) have not been established by evidence on behalf of the workmen. In such view of the matter, I answer this reference by saying that the demand of the 143 contract labourers for departmentalisation in Lachipur Colliery under Kajora Area of the Eastern Coalfields Limited is not justified and they are not entitled to any relief on this score.

The reference is answered accordingly.

Dated, Calcutta,

The 19th March, 1996.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 9 अप्रैल, 1996

कांआ० 1365:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डब्ल्यू० डी० एल०, के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं० 2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3/4/96 को प्रो प्राप्त हुआ था।

[सं० एल०-22012/471/91-आई०आर०(सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 9th April, 1996

S.O. 1365.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay No. 2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of W. C. Ltd. and their workmen, which was received by the Central Government on 3-4-1996.

[No. I-22012/471/91-IR(C.II)]  
RAJA LAL, Desk Officer

# ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT.

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/19 of 1992

Employers in relation to the Management of Hindustan Lalpeth Colliery, W.C.L. Ltd.

AND

Their Workmen

APPEARANCES.

For the workmen: Shri S. R. Pendre, Representative

For the Management: Shri G. S. Kapoor, Advocate.

Mumbai, dated 7th March, 1996

## AWARD

The Government of India, Ministry of Labour by its Order No. I-22012/471/91-IR(B-II) dated 24-3-1992 had referred to the following Industrial Dispute for adjudication:

"Whether the Order No. WCL : HLC : PER : 8001, dated 29-12-1990 declaring deserter to Shri Samudrala Durgaya Yellara by the Supd. (M) Manager, Hindustan Lalpeth Colliery No. 3, Chandrapur is legal and justified. If not, what relief the workman is entitled to?"

2. Samudrala Durgaya Yellara the workman was an underground loader with Hindustan Lalpeth Colliery, Sub-Area No. 3, Chandrapur. He worked there between 15-4-68 to 29-12-90, on which date his name was deleted from the roll.

3. The general Secretary for Lal Bayta Koyla Kamgar Union, Bhiwapur, Ward No. 3, Chandrapur had filed a Statement of Claim for the workman. It also bears thumb impression of the worker.

4. The workman contended that as per the Bi-partied settlement it is agreed between the parties that when a worker becomes permanent handicap a member of his family must be provided the the work in his place on a compassionate ground. In May, 1987 the worker had a serious accident while working and had a fracture to his hand. Thereafter he met with another accident on 27-1-90. He was discharged on 31-10-90. Due to the injuries the worker became nervous and gave an application with other workers to the manager for absolving his son as provided by the agreement. It is not in dispute that the worker and his other colleagues gave type of application on different dates. Eight of such workers were declared unfit for duty by the board and their dependents were given the job. But the case of the worker was not considered. He was medically examined on 3-10-89. But he was not informed regarding its result. He also reminded the management by his application dated 31-1-91.

5. The workman pleaded that due to the weak state of health he was unable to work and made several requests to the management regarding it. But instead of giving reply he was dismissed under article 9(d) of the Standing Orders by the management. It is averred that this is bad in law. It is averred that the said letter was issued after four months and 8 days which is also bad in law.

6. The workman contended that the same standing order under article 13(B) 4 and 13(B) 25 provides misconduct for remaining absent from duty.

The departmental inquiry is necessary under it. The management had not carried out the departmental inquiry against the workman. He was not given an opportunity to state his grievances before the management. Under such circumstances

without giving chargesheet, without conducting any inquiry the action which is taken by the management is bad in law. It is therefore, prayed that the order of termination dated 29-12-90 may be set aside and he may be reinstated in service w.e.f. 29-12-90 with full back wages.

7. The management resisted the claim by the written statement Exhibit-3. It is contended that no Industrial Dispute exists between the workman in question and the management. It is asserted that the reference is not tenable in law. It is averred that the workman himself deserted the services of the management. It is pleaded that as the action was taken under article 9(d) of the certified standing orders it was not necessary to conduct a departmental enquiry. It is averred that the action is justified as the worker remained absent from duty between 2-8-90 to 10-12-90. It is submitted that a notice dated 10-12-90 was served upon the worker which he did not answer. It is therefore, the action was taken by way of removal of his name from the pay roll w.e.f. 29-12-90. It is submitted that there is no union by name Lal Baita Koyla Kamgar Union operating in the concerned unit. It is averred that under such circumstances the said union has no authority to expose the claim of the workman. It is prayed that under such circumstances the prayer of the worker may be rejected.

8. The worker filed a rejoinder at Exhibit-4 and asserted the contentions which he had taken in the Statement of Claim. He also produced 15 documents alongwith the rejoinder.

9. My Predecessor framed Issues at Exhibit-5. The issues and my findings thereon are as follows :—

Issues	Findings
1. Whether no Industrial Dispute existed between the workman in question and the management ?	There is no Industrial Dispute.
2. Whether the present Reference is not tenable in law ?	The Reference is not tenable.
3. Whether no Industrial Dispute existed between the Union of Hindustan Lalpeth Colliery No. 3 and the management ?	Does not arise.
4. Whether the termination of service of the workman without holding a departmental inquiry against him, was just, legal and proper ?	
5. Whether the order No. WCL : HLC : PER : 8001 dated 29-12-90 declaring deserter to Shri Samudralal Durgaya Yellara by the Supd. (M) Manager, Hindustan Lalpeth Colliery No. 3, Chandrapur, is legal and justified ?	Action is legal and justified.
6. If not, to what relief the workman is entitled to ?	Does not survive.
7. What Award ?	As per final order.

#### REASONS

10. To bolster up the case the workman examined himself at Exhibit-13 and one Sukhdeo Mahto on behalf of the management is examined at Exhibit-18. The worker had produced documents alongwith Exhibit-4 and the management had produced the documents alongwith Exhibit-14, Ex-15 and 16.

11. It is not in dispute that Samudralal Durgaya Yellara was working as an underground loader at Hindustan Lalpeth Colliery, No. 3. He was appointed in April, 1968. While working an underground loader he sustained injuries. The inquiry reports (Ex-14/3) dated 27-1-90 and Ex-14/4 dated 19-3-90, are on the record. The worker had also produced an injury report dated 19-3-90, at Exhibit-4/9. It can be seen that even though the worker was injured he was examined by the doctors of the management and as affirmed by Sukhdeo Mahto (Ex-18) supported by Samudralal Durgaya (Ex-13) he was declared medically fit. Such medical fitness reports dated 21-7-87

(Ex-14/1), 3-10-90 (Ex. 14/2) and 21-3-90 (Ex-14/5) and (Ex-4/9) clearly goes to show that there was not hitch for the worker for attending the duties.

12. Samudralal had given an application (Ex-4/1) dated 27-5-90 for getting medically examined and for declaring him medically fit with a view that his son should get the employment. But it appears that when he was examined on 3-10-90 he was found medically fit. In other words his application (Ex-4/2) dated 22-7-90 to get his son employed in terms of agreement was not accepted. It is not in dispute that on 25-8-89 by an office order (Ex. 4/13) 8 employees were declared as medically unfit. It is a case of the worker that thereafter their family members were given the employment. It is pertinent to see that one Roshan had given an application to declare himself medically unfit due to injuries who was so declared and the correspondence is at Ex. 4/10, 11 and 12.

13. Sukhdeo Mahto affirmed that the worker was absent from duty between the period 2-8-90 till 10-12-90. He did not find any application for leave or a sick report or a permission of the competent authority for remaining absent. Samudralal in his cross examination asserted that he had not given any medical certificate showing that he was sick, was weak, and was not in a position to attend the work. He also admits that he had not taken permission from the management for remaining absent.

14. Sukhdeo Mahto affirmed that as the worker was absent the management decided to take action under Clause 9(d) of the certified Standing Order against the worker. That Clause reads :

"If a workman absents himself without permission continuously for 10 days or more, he shall be treated as a deserter having terminated his contract of his service of his own accord and shall be liable to payment of notice pay to the employer. The employer shall have the right to adjust dues if any payable to the workman for notice pay.

The manager before taking action under this sub-clause shall issue a notice on the workman concerned by registered A.D. Post at his last known address giving him further seven days time within which to show cause as to why he should not be treated as deserter under this sub-clause. A copy of this notice shall be pasted on the notice board of the office of the mine and one copy at the register keepers Office."

15. Sukhdeo affirmed that a notice (Exhibit-4/3) dated 10-12-90 under clause 9(d) of the certified Standing Order was issued to the worker. He received the same but had not given any reply to the same as asked for. Now it has to be seen whether he did receive it or not. The management had not produced any acknowledgement of it. But alongwith Exhibit-14/8 a chit given by the peon by name Dilip is produced to show that he affixed such a notice and the notice dated 29-12-90 on the notice board of the management. It is the case of the management that the workman did receive that notice. Samudralal affirmed that on his requests to get his son appointed by declaring him unfit, he received a show cause under standing orders clause 9(d). I, therefore, find that he must have received it within due course i.e. 2 to 3 days. He affirmed that he replied it but after a lapse of four months. The clause contemplates the reply within 7 days. He had not done so. Even if for the sake of argument it is said that he replied it but there is no record to show it. Therefore an inference has to be drawn that he had not replied the notice dated 10-12-90. It is, therefore the management was justified in issuing the order of removal of his name from the pay roll. The order is dated 29-12-90 (Exhibit-4/6). The workman had produced his other application dated 31-12-90 and 2-7-91 at Exhibit-4/5 but it has no meaning. He had given a reply (Ex-4/7) dated 11-12-91 to the managements notice dated 29-12-90. It has no merit. There is also another letter (Exhibit-4/8) dated 16-2-91 with the same type of recitals.

16. It can be seen that from the basic data (Exhibit-15/3) Provident Fund form (Ex-16/1) the date of birth of the workman which was recorded was 1-7-32. He was entitled to work till he completes 60 years. In other words his date

of retrenchment was 1-7-92. It is tried to argue on behalf of the management as worker was to retire on 1-7-92 he tried to induct his son on the basis of the agreement, as he failed he had raised the present dispute.

17. The Learned Secretary of the Union had drawn my attention to clauses 13(B)(4) and (25) of the standing orders which deals with misconduct. It is stated there in that habitual late attendance and habitual absence without leave or without sufficient cause or sick or injured workman absenting himself from attending the mines dispensary for three consequent days without prior permission or satisfactory explanation. He argued that in these cases a departmental inquiry should have been conducted. According to him the case of the worker falls under clause 13(B) and as the departmental inquiry is not conducted the action which is taken by the management is unjust and illegal.

18. The Learned Advocate for the management on the other hand argued that the action was not taken under clause 13, but was under clause 9(d) of the certified standing orders. It is therefore not necessary to have a departmental inquiry. To substantiate this argument he placed reliance on management of Guest Keen Williams Ltd., and Presiding Officer, 2nd Additional Labour Court, Bangalore 1992 1 LLJ 846. It was held in that case that when there are two clauses relating to one Act then it is not binding on the management to take action on a particular clause. In Buckingham Co., Ltd., V. Venkataya 1963 11 LLJ 638 was a case falling under absence without leave under standing orders clause 20 whereby deeming voluntary appointment would arise as taken out of the principles of section 73 of the Employees State Insurance Act of 1948 because the termination of the employees service falls automatically either from a contract or a standing order by virtue of employees absence without leave for a certain period. Such termination is not a result of any positive Act or an order on the part of the employer. The ratio given in this authority has no application to the present set of facts.

19. From the above stated fact it is very clear that Clause 9(d) was attracted. The management decided to use that clause and not clause 13(B)(4)(25) of the certified standing orders. This action cannot be said to be illegal and contrary to the principles of Natural Justice. On the contrary from the conduct of the worker it appears that he had abandoned the service and was not ready to attend the duties even though he was declared medically fit. As the action was taken under clause 9(d) there was no necessity for holding a departmental inquiry. It is a case of the worker's deserting the services.

20. Section 2A of the Industrial Disputes Act reads as follows:

"Whether employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman in dispute or a difference between the workman and his employer connected without arising out of such discharge, dismissal, retrenchment or termination shall be deemed to be an Industrial Dispute notwithstanding that any other workman not any union of the workman is party to the dispute."

21. Exhibit-4/6 is a letter of W.C.L. dated 29-12-90 by which the workman was informed in the following words:

"Hence it is clear that you have left your services on your own accord without giving any notice to the management is against the Model Standing Order 9(D) applicable to our Colliery. The management is entitled to take 14 days of your wages for notice period from your any dues. The management is removing your name from the colliery roll and claiming for 14 days wages from your dues for notice period."

In other words the action which is taken by the management does not fall under section 2A. Admittedly it is not an Industrial Dispute contemplated under section 2K of the Industrial Disputes Act. As this is so no industrial dispute exists between the workman Union in question and the management.

22. As I have come to the conclusion that there is no Industrial Dispute between the parties the reference which is made by the Government is not tenable.

23. It can be further seen that there is no Industrial Dispute between the union of Lalpeth Colliery, No. 3 and the management so far as the present reference is concerned. It was in respect of an individual workman. I may mention it here that there is nothing wrong for the union to represent an Individual Industrial Dispute before the Tribunal. But as I have already come to the conclusion that there was no Industrial Dispute between the worker and the management this issue does not survive.

24. The Learned Representative of the workman tried to argue that this is a case of retrenchment and there is no compliance of the provisions of the retrenchment. I am not inclined to accept this submission because from the earlier discussion it is very clear that the management did not ask the worker for not coming to the work but the worker himself abandoned the service. Under such circumstances this is no case of retrenchment. For all these reasons I record my findings on the issues accordingly and pass the following order:

#### ORDER

1. Order No. WCL : HCL : PER : 8001 dated 29-12-1990 declaring deserted to Shri Samudralal Durgaya by the Supd. (M) Manager, Hindustan Lalpeth Colliery No. 3, Chandrapur is legal and justified.

2. No order as to costs.

S. B. PANSE, Presiding Officer

नई दिल्ली, 10 अप्रैल, 1996

कां.आ. 1336 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में, केन्द्रीय सरकार मध्य रेलवे के प्रबन्धन के संदर्भ निषेजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-1-96 को प्राप्त हुआ था।

[संख्या एल० 41012/88/91-आई०आर० (डी०यू०)/

आई०आर० (बी-1)]

पी०जे० मार्टिन, डेस्क अधिकारी

New Delhi, the 10th April, 1996

S.O. 1366.—In pursuance of Section 11 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Railway and their workman, which was received by the Central Government on 4-4-96.

[No. L-41012/88/91-IR (DU)|IR(BI)]

P. J. MICHAEL, Desk Officer  
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1. BOMBAY  
PRESENT:

Shri Justice R. S. Verma, Presiding Officer.

Reference No. CGIT-1/17 of 1992

PARTIES:

Employers in relation to the management of  
Central Railway, Bombay.

**AND**

**Their workmen**

**APPEARANCES:**

For the Management.—No appearance.

For the Workman—Shri D. V. Gangal,  
Advocate.

**INDUSTRY :** Railways      **STATE :** Maharashtra.  
**Bombay,** dated the 22nd day of March, 1996

**AWARD**

Following dispute were referred to this Tribunal for adjudication by the appropriate Government viz. the Central Government vide order of reference dated 24-3-1992.

“Whether the action of the management of Central Railway, Bombay VT, Bombay in ordering compulsory retirement of Sri D. P. Wagh, ex-Lab. Attendant in Byculla Hospital of Central Railway from service w.e.f. 1st May, 1984 If not what relief he is entitled to ?”

“Whether the management of Central Railway, Bombay are justified in not settling the retirement dues due to Shri D. P. Wagh and his demands as per Annexure I after retiring him compulsorily from service w.e.f. 1-5-1984? If not, what relief he is entitled to ?”

2. The case has a chequered history. The workman filed his statement of claim on 17-6-1992. The management took more than a year to file its written statement in reply, which was filed on 5-8-1993. The workman expired on 9-8-1993. In view of the workman's death, my learned predecessor did not go into dispute at No. 1 and passed an award dated 24-9-1993 and concluded the proceedings.

3. The widow of the deceased workman moved Misc. Petition No. 4 of 1993 dated 21-10-1993 for restoring the reference to its original number and prayed that she be allowed to represent the workman and the disputes be decided on merits. Shri P. R. Pai, Advocate for the management appeared in these proceedings and after hearing both the sides, my learned predecessor set aside the award passed earlier and allowed the widow of the deceased to continue the proceedings, by restoring the reference to its original number.

4. Now, the factual matrix. The workman deceased D.P. Wagh was serving at the relevant period as a Laboratory Attendant in the Byculla Hospital of the Central Railway, having been appointed initially as Khalasi in the year 1954 and promoted in due course to the post of Laboratory Attendant.

5. On 15th June 1981 following charge sheet was issued against the workman Shri Wagh by the D.M.O. the disciplinary authority.

“That Shri D. P. Wagh, while functioning as Lab. Attendant, Dr. Babasaheb Ambedkar Memorial Hospital, Central Railway Byculla

in the first week of June 1980, demanded and accepted Rs. 100 (One hundred) as illegal gratification from Shri Bhiku Ghosale for attending his work of getting the fitness certificate. However, when the said Bhiku Ghosale, told him that he was not having any money for his return journey, Shri D. P. Wagh, returned him Rs. 10 out of the amount above mentioned and thus accepted the sum of Rs. 90 as a bribe for the above work.

Shri D. P. Wagh, Lab. Attendant, Dr. B.A.M. Hospital, Central Railway, By his above act failed to maintain absolute integrity and to maintain devotion to duty and acted in a manner unbecoming of a Rly. servant thereby, violating Rule 3(1)(i)(ii) & (iii) of the Railway Services Conduct Rules 1966.”

6. An Enquiry Officer was duly appointed to conduct a domestic enquiry. The department was represented at the enquiry by an Inspector of the Central Bureau of Investigation viz., Shri Mathew. The workman was represented at the enquiry by Shri J. A. Jhirad OS(P) D.R.M's Office.

7. The Enquiry Officer after completing the enquiry found both the charges proved vide his report dated 30-8-1983. The Disciplinary Authority agreed with the findings and report of the Enquiry Officer and imposed punishment of dismissal upon the workman. Workman went into appeal which was heard by the Additional Chief Medical Officer. He concurred with the findings recorded by the Enquiry Officer and the Disciplinary Authority but substituted the punishment of dismissal by one of compulsory retirement w.e.f. 1-9-1984.

8. It appears that aggrieved by the punishment, the workman preferred a Writ Petition (No. 1791 of 1985) before Hon'ble the Bombay High Court. This Writ Petition was transferred to the Bombay Bench of the Central Administrative Tribunal. The Bombay Bench of the Central Administrative Tribunal (hereinafter CAT) by its order dated 5-6-90 directed that the dispute be referred for adjudication in accordance with provisions of Section 10 and 12 of the Industrial Disputes Act, 1947. It appears that even after imposition of the said penalty, the workman continued to occupy the official quarter allotted to him by the employer. Apprehending eviction from the said quarter, the workman prayed for interim relief before the said Bombay Bench of CAT which directed maintenance of status quo till the Industrial Tribunal was seized of the matter.

9. Eventually, the appropriate Government by order dated 24-3-92 referred to above, referred the disputes mentioned above, for adjudication to this Tribunal.

10. It may be pertinent to note here that the widow of the workman duly moved this Tribunal for grant of interim relief qua eviction from the quarter but the same was refused by a detailed order passed by my learned predecessor on 5th April, 1994.

11. In the present proceedings, the legality, fairness and propriety of the disciplinary proceedings and the consequential punishment imposed upon the workman are challenged on a number of grounds.

12. It appears that the Railway Administration initially opposed the claim of the workman by filing a written reply to the claim but eventually became disinterested in contesting the same. Shri P. R. Pai, Advocate appeared for the management on certain dates and prayed for time again and again for filing written arguments in reply to the written submission made by the learned counsel for the widow and legal representative of deceased workman. Last such opportunity was sought on 19-1-1995. Eventually notices for appearance on 14-11-95 were issued to the Railways by me. The said notices sent by Regd. post A.D. were duly served and nobody cared to appear for the Railway Administration on 14-11-95 or thereafter. Hence, I had to proceed with the matter in absence of the Railway Administration.

13. I have heard Shri Gangal for the widow of the workman at length and have perused the material placed on record by the parties.

14. The gravamen of the charge against the deceased workman is that in the first week of June 1980, while functioning as Laboratory Assistant in Dr. Baba Sahib Ambedkar Memorial Hospital Central Railway Byculla demanded and accepted Rs. 100 as illegal gratification from one Bhikhu Ghosale for attending to his work of getting a fitness certificate and when said Bhikhu Ghosale represented to him that he did not have money for going back to his place, returned a sum of Rs. 10 to him and thus retained Rs. 90 as bribe to get the aforesaid work done and thus committed gross misconduct.

15. The case of the management is that one Laxman Anaji Ghosale was working in the Railways and died while in service. His son Bikoo Laxman Ghosale applied for appointment in his place on compassionate ground. He was found suitable for appointment in class IV category and was, therefore, directed to get himself medically examined. He was examined on 3-6-1980, 4-6-1980 and 5-6-1980 and his vision was found defective by the concerned specialist Dr. (Mrs.) Arora who advised him to purchase suitable spectacles and then re-approach the medical authorities. He purchased spectacles thereafter and subsequently met Shri Wagh, the delinquent workman and gave Rs. 100 to Shri Wagh to obtain the fitness certificate. This was done in presence of his mother and one R. R. Waghchure at some hotel, sometime in the afternoon. Shri Bikoo Laxman Ghosale did not have sufficient money for making a return trip and on this fact being pointed out the delinquent workman returned him Rs. 100. The delinquent workman could not obtain a fitness certificate, upon this, Shri Waghchure made a complaint to C.B.I. authorities on 17-10-1980. The C.B.I. authorities conducted some investigation but did not find sufficient evidence to challan him for criminal trial. However, a prima-facie case for domestic enquiry was made out and consequently a domestic enquiry was made and the delinquent workman was perished as stated above.

16. The workman has challenged the legality, fairness and propriety of domestic enquiry on a number of counts. Firstly, it has been urged that the appointing authority of the workman was General Manager of the Railway and Senior Medical Officer, who passed the order of punishment was much lower in rank and hence was not competent to hold any enquiry and impose any punishment. The enquiry stood vitiated on this ground alone.

17. The second contention is that the charge upon which the workman was tried was extremely vague and lacked material particulars viz. the time, place and date of demand of alleged bribe, the time, place and date of alleged acceptance of bribe.

18. The third contention is that the finding of guilt is perverse because the evidence on the aforesaid counts was equally vague and imprecise.

19. One contention was that when an Officer of C.B.I. had been appointed to represent the department in the domestic enquiry, the workman should have been allowed the facility of engaging an Advocate and since this was not done, the enquiry is not fair. Some other contentions were also raised but in my opinion such contentions need not detain me because I find that the charge framed against the workman was vague, imprecise and lacked relevant particulars, likewise the evidence in support of the charge was also benefit of all material particulars and hence finding of guilt on basis of such evidence was perverse and bad as it is not based any evidence worth the name.

20. I may here state that technical rules which govern criminal trial in Courts do not apply to domestic proceedings but nevertheless the principle that in punishing the guilty scrupulous case must be taken to see that the innocent are not punished applies with full vigour to domestic enquiries. Even in such enquiries mere suspicion of guilt should not be allowed to take the place of cogent proof and evidence. This is trite law that a charge in the nature of criminal accusation must be precise, exact and must give relevant particulars. A charge bereft of vital particulars cannot be basis of punishing a workman in domestic enquiry.

21. Now, a perusal of the charge sheet goes to show that it does not state the date, time and place at which alleged bribe was demanded. Likewise, it does not state the date, time and place at which bribe was actually given.

22. This is to be remembered that the workman was a low paid employee who was not and could not have been in a position to procure a fitness certificate for Shri Bhikhu Ghosal. Fitness certificates are issued by competent medical authorities. Another fact to be remembered is that complaint in respect of the alleged demand and acceptance of bribe was made, not promptly and with despatch but was made after a long lapse of almost four months. Viewed in this back ground, the vagueness of the charge and lack of material particular therein assume importance and significance.

23. Not only this, even the finding of the enquiry officer, which has been upheld by Disciplinary Authority and appellate authority suffers from this vagueness. The finding reads as follows :

"Having carefully considered all the facts, circumstances, oral evidence of the delinquent employee other witness recorded in the preliminary and regular hearings, and the documentary evidence on the record for this enquiry, I find that Shri D. P. Wagh, Lab. Attendant, Byculla Hospital is GUILTY of the charges levelled against him in the charge memorandum No. CON. BB. P.11.-Med. VIG. SPE. DPW dt. 15-6-81, issued by the DMO BY, Viz.:

"Shri D. P. Wagh, while functioning as Lab. Attendant, Dr. Babasaheb Ambedkar Memorial Hospital, C.Rly., Byculla in the first week of June 1980, demanded and accepted Rs. 100 (One hundred) as illegal gratification from Shri Bhiku Ghosale for attending his work of getting the fitness certificate. However, when the said Bhiku Ghosale, told him that he was not having any money for his return journey, Shri D. P. Wagh, returned him Rs. 10 out of the amount above mentioned and thus accepted the sum of Rs. 90 as a bribe for the above work. Shri D. P. Wagh, Lab. Attendant, Dr. B.A.M. Hospital, Central Railway, By Dr. B.A.M. Hospital, Central Railway, by his above act failed to maintain absolute integrity and to maintain devotion to duty and acted in a manner unbecoming of a Rly. servant thereby violating Rule 3(1)(i)(ii) & (iii) of the Railway Services (Conduct) Rules, 1966".

At what place, date and time, the demand was made has not been stated; the same is the case with alleged acceptance of the bribe. In my opinion, the finding to say the least is perverse and bad.

24. I have perused the papers pertaining to domestic enquiry and find that the statements of witnesses on material particulars mentioned above are vague, imprecise and lack proper particulars. Such a vague charge is easy to be levelled and difficult to be refuted. The same applies to the testimony of the three witnesses viz. Ghosale, Rambhai and Waghchure.

I may here reproduce the relevant portion of Bhiku Ghosale, which reads as follows :

"Q. 3. From the statements of Doctors at By. Hosp., quoted as documents for sustaining the charges against Shri Wagh, it would appear that you were examined for different test on 3-6, 4-6 & 5-6-80. Will you please state on which of these dates did Shri Waghchure, your mother and you contacted Shri Wagh, and at what time?

Ans. I met Shri Wagh after the medical examination. I do not remember the exact date but I remember that we met Shri Wagh in the afternoon.

Q. 4. On which particular date did you hand over Rs. 100 to Shri Wagh for fitness certificate?

Ans. I do not remember the date, but I handed over the amount on the date I met him after the medical examination."

An extract from the statement of another star witness R. R. Waghchure shows his evidence in the same light:

"Q. 5. From the BY Rly. Hosp. records it would appear that Shri Bhiku Laxman Ghosale attended the hospital for medical examination from 3-6-80 to 5-6-80 either in your company or without you. Can you now recollect and say on which of these dates Shri Wagh was conducted and he allegedly accepted the bribe of Rs. 100?

Ans. As far as I can recollect it was on one of these dates but I do not positively remember now which of these dates this transaction took place.

Q. 6. Did you also not remember the date, time and place of the alleged transaction when you lodged a complaint with the CBI BB on 17-10-80 or on subsequent dates?

Ans. I was not remembering even then."

This is the person, who is said to have lodged the report with CBI. In my opinion, this was no evidence at all to sustain such a serious charge as of accepting a bribe. The statement of Ram Bai also does not improve the situation in any way.

25. Thus, on a perusal of the entire material, I find that finding of guilt of demanding and accepting bribe by the deceased workman is perverse and not sustainable.

26. When it is so, the finding of guilt and consequent punishment cannot be sustained and have to be set aside.

27. On the basis of the aforesaid findings, the order of dismissal of the workman passed by the disciplinary authority and the order of the appellate authority compulsorily retiring the workman are set aside and he shall be deemed to have continued in service till his superannuation with all consequential benefits like grant of back wages with earning of increments etc. With effect from the date of his superannuation till his death, he will be entitled to all pensionary benefits in accordance with law and rules in this behalf and thereafter his widow shall be entitled to family pension as per rules and law.

28. The legal representatives of the workman have prayed for two additional reliefs viz. (i) they be allowed to retain the official quarter allotted to the workman and (ii) his son be given appointment on compassionate ground. So far as the 1st relief is concerned, the workman was entitled to occupy the quarter till his superannuation only and not thereafter. On the second question, compassionate appointment is made when the employee dies in harness. The workman admittedly died on 9-8-1993 i.e. much subsequent to his superannuation which date falls on 29-2-1988 as claimed by the LRs of the deceased workman. Hence, these two reliefs cannot be granted.



An award is made accordingly and same be submitted to appropriate Government for publication.

R. S. VERMA, Presiding Officer

नई दिल्ली, अप्रैल, 96.

का. आ. 1367.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार ग्रीन्डलेस बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-4-96 को प्राप्त हुआ था।

[संख्या एल-12012/34/87-डी IV (ए)/आई आर (बी-1)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 10th April, 1996

S.O. 1367.—In pursuance of Section 11 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Grindlays Bank and their workman, which was received by the Central Government on the 4-4-1996.

[No. L-12012/34/87-D. IV(A)/IR(B. I)]  
P. J. MICHAEL, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 105 of 1988

#### PARTIES :

Employers in relation to the management of Grindlays Bank p.l.c., Calcutta.

AND:

Their Workmen.

#### PRESENT :

Mr. Justice K. C. Jagadeb Roy .... Presiding Officer.

#### APPEARANCE :

On behalf of Management : Mr. R. N. Jhunjhunwalla, Advocate with Mr. P. Banerjee, Advocate.

On behalf of Workmen : Mr. A. Banerjee, President of the Union.

STATE : West Bengal. INDUSTRY : Banking.

#### AWARD

By Order No. L-12012/34/87-D. IV(A), dated 11th August, 1987; the Central Government in exercise of its powers under section 10(1)(d) and

(2-A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of Grindlays Bank p.l.c., Calcutta in declining to accept the date of birth of Shri S. S. Guin, Clerk, Grindlays Bank p.l.c., 41, Chewinghee Road, Branch, Calcutta, recorded as 11-8-1928 in the Matriculation Certificate issued in his favour by the University of Punjab is justified? If not to what relief the workman is entitled?"

2. A petition is filed signed by Mr. Jhunjhunwalla, learned counsel on behalf of the management and by Mr. Ajit Banerjee, the president of the Grindlays Bank Employee's Association on behalf of the workman stating therein that the issue has been settled between the parties and the dispute under reference ceases to exist any further.

3. Since the terms of settlement has not been filed and the parties do not want to proceed further in the case, I pass a "No Dispute" Award in the case.

The Reference is accordingly disposed of.

Dated, Calcutta,  
The 21st March, 1996.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 1996

का. आ. 1368.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार कलकत्ता पोस्ट ट्रस्ट, कलकत्ता के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-96 को प्राप्त हुआ था।

[संख्या एल-32012/7/92-आई आर (कविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 10th April, 1996

S.O. 1368.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Post Trust, Calcutta and their workmen, which has received by the Central Government on 8-4-1996.

[No. L-32012/7/92-IR (Misc.)]  
B. M. DAVID, Desk Officer.



## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL AT CALCUTTA

Reference No. 14 of 1993

## PARTIES :

Employers in relation to the management of  
Calcutta Port Trust.

## AND

Their Workmen.

## PRESENT :

Mr. Justice K. C. Jagadeb Roy .... Presiding  
Officer.

## APPEARANCE :

On behalf of Management : Mr. M. K. Das,  
Senior Labour Officer (IR) and Mr. G.  
Mukherjee, Senior Labour Officer (IR).

On behalf of Workman : None.

STATE : West Bengal. INDUSTRY : Port.

## AWARD

By Order No. L-32012/7/92-IR (Misc.), dated 21-1-1993 the Central Government in exercise of its powers under section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :—

- (i) "Whether the action of the management of Calcutta Port Trust in allowing promotion to the Electricians Gr.-II S/Shri Abdul Karim, Sukanta Chowdhury and Alope Kr. Roy to the post of Leading Hands (Motors, Cranes & lights) under Chief Mechanical Engineer's Deptt. ignoring and superseding the Senior Electricians Gr.-I S/Shri Ramji Singh, Pariyalal Nath, Ranjit Kumar Chanda and Talim is lawful and justified in the context of the principles and rules laid down in Das Gupta Tribunal Award? If not to what relief the concerned workmen are entitled to and also what should be guiding principles for deciding such future cases?"

- (ii) "Whether the action of the management of Calcutta Port Trust in maintaining one seniority list of all the Electricians placed in 3 different grades (pay scale) in Chief Mechanical Engineer's Deptt. of Calcutta Port Trust is lawful and proper? If not, what should be the guiding principles for maintaining seniority list of such employees?"

2. This is a case of the year 1993 but inspite of notice the workmen have not appeared nor got represented by any one, even though a written statement has been filed. The notice had been issued to the General Secretary, Haldia Calcutta Port and Dock Shramik Union at the address given in the order of reference which had been received

by them on 28th March, 1995, about a year back. Even though the case had been adjourned from time to time, none appeared for the workmen and led evidence. By order dated 23-11-1995, the case was fixed to 29-1-1996 allowing the workmen, as a last chance to appear in the case and to examine their witness, if any. In spite of that no steps have been taken by the workmen or on their behalf in this regard.

3. Since no reference can be answered without any evidence on record and the workmen has the right to begin, I am satisfied that the workmen have given up their claims to be adjudicated. There being no materials before me to hold that the workmen have been unduly prevented to appear before this Tribunal and to present their case, I pass this "No Dispute" Award.

The reference is disposed of accordingly.

Dated, Calcutta,

The 22nd March, 1996.

K. C. JAGADEB ROY, Presiding Officer

नई दिल्ली, 10 अप्रैल, 1996

का. आ. 1369.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के कलकत्ता पोर्ट ट्रस्ट, कलकत्ता के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-4-96 को प्राप्त हुआ था।

[संख्या एल-32012/15/89-आई. आर. (विविध)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 10th April, 1996

S.O. 1369.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust, Calcutta and their workmen, which has received by the Central Government on the 8-4-96.

[No. L-32012/15/89-IR (Misc)]

B. M. DAVID, Desk Officer

## ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL AT CALCUTTA

Reference No. 12 of 1990

Parties : Employers in relation to the management  
of Calcutta Port Trust

## AND

Their workmen

Present :

Mr. Justice K. C. Jagadeb Roy  
..... Presiding Officer.

Appearance :  
On behalf of  
Management

Mr. M. K. Das, Senior Labour Officer(IR) with  
Mr. G. Mukherjee, Senior Labour Officer  
(IR).

On behalf of

Workmen

Mr. S. Chatterjee, Joint Secretary of the Union.  
STATE : West Bengal INDUSTRY : Port.

### AWARD

By Order No. L-32012/15/89-IR(Misc.) dated 26-3-1990, the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Dispute Act, 1947, referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Calcutta Port Trust in imposing punishment on Sri Patit Paban Das, Ware house Clerk ‘D’ NSD of deferment of one increment in a period of one year without cumulative effect is justified. If not, what relief is the workman entitled to?”

2. Both the parties had filed their written statements, followed by a rejoinder on behalf of the workman. As per the written statement of the management (Calcutta Port Trust) Sri Patit Paban Das was the Ware House Clerk of the 5 NSD though wrongly shown to be Ware House Clerk ‘D’ NSD in the schedule of reference probably due to typographical error. The duties of the Ware House Clerk is to prepare a report regarding discrepancy after the unloading of any consignment and to prepare a missing goods return besides dealing with the files and correspondences in connection with the missing goods as per the Missing Goods Return and the discrepancy in connection with the delivery. He is also to prepare tallies of consignments and any other duties which are incidental and analogous to the aforesaid works.

Sri Patit Paban Das was a Class-III employee under the Traffic Department and was governed by the Calcutta Port Trust Employees (Classification, Control and Appeal) Regulations, 1987 hereinafter referred to as the Regulations. Under the said Regulations punishments are imposed on the employees for any proved misconduct. Penalty that may be imposed may be either minor or major. Regulation 9 of the said CPT(CCA) Regulation 1987 deals with the procedure of imposition of minor penalties.

In March 1987 out of several consignments those were brought to the Calcutta Port by the Ship M. V. Aken, 3 packages out of 91 marked ‘Macneills’ could not be delivered to the consignee namely Macneill and Magore Ltd., as they were not found at ‘D’ NSD

Shed on 31-3-1987, upon which the officer incharge of ‘D’ NSD Shed sent out a searching memo on the same day namely 31-3-1987 to the Supercargo of 5 NSD who returned the memo with remark “No trace” on the basis of ‘not found’ remark. The concerned workman Patit Paban Das when was asked to locate the packages, who according to the allegation endorsed ‘not found’ remark without looking for the same in 5 NSD Shed located at 4 NSD Shed. He also made similar remark ‘not found’ in the wanting list. Subsequently on 10-4-1987 and 11-4-1987 Sri Patit Paban Das prepared retally of the cargoes under line No. 20 of the Ship M. V. Aken. As per the allegation Sri Das while preparing the retally did not make any effort to locate the ‘not found’ cargoes namely the said 3 packages, but located the said 3 packages on 6-5-1987 later when he found them lying in 5 NSD Shed at 4 NSD Shed. It is the contention of the management that because of him management suffered financial loss on account of rent charges apart from the embarrassment it caused to the management before the port users.

A disciplinary proceeding therefore was initiated by the Traffic Department by the officer who admittedly is the disciplinary authority of the concerned workman by issuing memorandum of charges together with statement of imputation of such misconduct as is required under Regulation 9 of the said 1987 Regulations vide letter of the management dated 20-2-1988, which is marked Ext. M2 in the case. According to the management, it followed the principles of natural justice in giving opportunities to the delinquent to represent his case against the charges. The reply to the charge was not satisfactory. The management on being satisfied that there was negligence on the part of the delinquent workman, the impugned punishment of withholding one annual increment for one year without cumulative effect was imposed. It is therefore urged by the management that the impugned order is justified and need not be interfered with by this Tribunal.

3. In the written statement filed by the Calcutta Port & Shore Mazdoor Union, who took up the case of the delinquent workman who is a member of that trade union, it is stated that ‘he management had not led any evidence in support of the imputation of misconduct and the conclusion arrived at by the disciplinary authority was based on conjecture and surmise. Besides without following the provisions contained in Regulation 9 of the CPT Regulation 1987 the impugned punishment had been passed by the Traffic Manager, against which order the workman had preferred an appeal before the Deputy Chairman, Calcutta Port Trust the appellate authority but to no effect and his appeal had been dismissed. The matter having been taken up by the Union as a dispute before the conciliation officer and having failed, the reference has been duly made before this Tribunal for adjudication.

4. The Union, as already stated, filed a rejoinder on 9th June 1991 stating that as a matter of fact Sri Patit Paban Das is a Ware House Clerk of 5 NSD

and 'D' NSD is a typographical error in the reference. According to the rejoinder the Ware House Clerk of a particular shed does not only keep accounts of cargoes of the vessels whose mother shed has been declared to be that shed. It is also not a fact that a vessel discharges all its cargoes into a particular shed only. In the present case the mother shed of the vessel was 'D' NSD but her cargoes are landed at 5 NSD but were kept at 4 NSD. Patit Paban Das was attached to 5 NSD and on the landing of the cargoes at 5 NSD as an Ware House Clerk of 5 NSD at the relevant time, he had to keep account of such cargoes. 5 NSD shed had no Ware House, as such the cargoes are kept at 4 NSD shed alongwith the cargoes belonging to 4 NSD. After receiving the searching memo from 'D' NSD for tracing out 'not found' cargoes, Sri Das had given it to the concerned staff who are deputed to search the 'Not found' cargoes. It was also denied that searching out of 'not found' cargoes was a duty of the Ware House Clerk. Though he has admitted in his evidence that he was asked to search out the 'not found' cargoes, it was denied by him that he had been asked to find the 'not found' packages but endorsed the 'not found' remark on the wanting list without making any effort to search out the packages. It was the case of the Union that apart from the shipping mark on all packages brought into the port, earlier there was a category called "Markman" whose duty was to put stencil mark of the vessel on the packages, so that the packages could be accounted later on. In addition to the post of 'Markman' a definite system of storing vessel-wise cargo used to be followed earlier but the Trustee of the Port have discontinued to fill up the post of Markman and no stencil mark was made on the packages now or at the material time. The procedure of the storing of cargo has been discontinued for a long time which has affected the possibility of maintaining proper retaly. It was the allegation in paragraph 7 of the rejoinder that the difficulties of tracing out cargo at the time when the searching memo was received from 'D' NSD or at the time of submission of the retaly for certifying the wanting list, arose out of the fact that the Trustee did not adhere to the scientific procedure of work or maintained required staff. In the instant case the packages were landed at 5 NSD but stored at 4 NSD alongwith the packages meant for 4 NSD which also caused congestion of cargoes. The 'not found' cargoes were also small in size with low weight for which it got mixed-up with other packages landed at 4 NSD. It was when large quantity of cargoes from 4 NSD were delivered out, Sri Patit Paban Das however could be able to trace out the 'not found' cargoes for which the delinquent should not be held responsible. The entire action against him was an act of victimisation and was initiated after a period of one year of the alleged incident which occurred in April 1987 as per the allegation.

5. The delinquent had examined himself as the only witness. He had been examined and cross-examined in details. In his evidence he had stated that the articles meant for 4 NSD and 5 NSD had been stacked in one place that is at 4 NSD there was complete jam as a result of which certain packages could not be identified. It was also intimated to the

management in writing that these three packages could not be identified because of over-congestion of the shed and he found it later after about 27/28 days. The packages were not big and weighing about 19 Kgs. each. Sri Das had intimated the Shed Foreman for passing necessary orders for restacking. When a party comes to take delivery of the goods, he is required to identify the goods. Because he could not identify all his goods and there were 3 packages yet to be identified, the 'not found' endorsement was made. The party took delivery of the 88 packages on the 30th March 1987 whereas the missing 'not found' 3 packages were found by the delinquent on 27-8-1987. According to the delinquent the management did not sustain any loss but monetarily gained. He had admitted that against the impugned punishment he preferred an appeal to the Deputy Chairman who was pleased to reject his appeal.

6. Regarding the difficulties experienced by the delinquent in tracing out the packages in the shed, he had brought the matter to the knowledge of the Shed Foreman 5 NSD, a copy of which has been made Ext. W-10 dated 17-3-1987. In that it has been specifically mentioned that the vessels stencil was not borne on all the packages. Sometimes no vessel stencil is given on Nil marked cargoes. Cargoes were stacked without maintaining any gap between one stack and another and were stacked beyond the allotted enclosure at 5 NSD and were generally found stacked in mixed-up condition with the cargoes of 4 NSD in the ground/first floor. The cargoes were frequently found stacked in the north extension of 4 NSD and far away from the north end of the Cartway of 4 NSD and Shed Foreman 5 NSD was requested to look into the matter. This exhibit had been marked without objection and bears the signature of the Shed Foreman of 5 NSD in token of his report of the same. Another copy of the same has also been filed as Ext. W-9 which is a typed copy of the original and certified to be a true copy being verified with the original. It was so certified by the Assistant Superintendent, 5 NSD, CPT. The witness stated that even though the Machel & Magor Ltd. took delivery of the 88 packages and ultimately took the 3 packages later on, they had paid rent for 91 packages till 30 March 1987. None of these statements made by the workman has been shown to be wrong by cross-examination.

7. The management had examined the Suptd. Container Terminal of Calcutta Port Trust as their sole witness as MW-1. In his entire evidence all that the witness had stated was that Patit Paban Das was directly working under him. Since there were 'not found' cargoes which could not be delivered to the consignee when he came to take delivery of his articles, he gave a 'not found' application and on receipt of such application a searching memo had been issued to the Shed Clerk of 5 NSD as well as with a copy issued to the Ware House Clerk and Tindal to find out the cargo. He stated that ordinarily this is done individually and if any one found the cargo, he would endorse the same on the back of the memo itself. He could not answer whether it was Ware House Clerk or the 'Not Found Tindal' who actually

recovered the goods. According to him the Traffic Manager is the disciplinary authority in the Traffic Department.

8. Several documents were filed by both sides which are of little consequence. They are mere communications between the officers, copy of the charge sheet, order in appeal etc. which are not very material at this stage. In Ext. M-1 which is communication from the Deputy Docks Manager to the Traffic Manager, those that the Deputy Docks Manager was not satisfied with the contention of the delinquent that the shed at 4 NSD was badly congested from 4-4-1987 to 6-5-1987 so that the 3 packages could not be traced out and as such the contention was not acceptable or tenable. Ext. W-2, a letter from Patit Paban Das to the Traffic Manager shows that as per the delinquent, the stacking was not properly done and no demarcation was made between the consignments of 4 and 5 NSD and they were kept together. The missing cargoes were hidden under the heaps of cargoes at 4 NSD and as such could not be included in the original tally. This statement of Patit Paban Das dated 4-4-1988 marked Ext. W-2 though raised many points showing the peculiar situation under which the 'not found' cargoes were not traced immediately, was not properly considered by the Traffic Manager as is shown in Ext. W-3, particularly in view of the fact that Patit Paban Das had intimated the Foreman of 5 NSD about these difficulties earlier but nothing had been done by the management in that regard and no reason had been shown anywhere, nor said by the witness in the Witness Box as to why Exts. W-9 and W-10 were not acted upon. No evidence has been adduced to show that there was no congestion in the 4 NSD on account of poor stacking of the consignment of 4 and 5 NSD together. I accordingly hold that the impugned finding that the charge had been established against Patit Paban Das holding him to be negligent, could not be sustained. I accordingly hold that the order was arbitrary and cannot be allowed to stand.

9. In the circumstance, as I held that the finding of guilt was without any basis and is the outcome of the non-consideration of the materials placed by the delinquent workman before the authorities in its proper perspective and in absence of any materials from the side of the management to establish independently the act of negligence on the part of the delinquent, the impugned order of punishment cannot be allowed to stand being unjustified. In consequence the workman is entitled to all the benefits that he was otherwise entitled to had his punishment not been imposed upon him.

The reference is answered accordingly.

K. C. JAGADEB ROY, Presiding Officer  
Dated, Calcutta.

The 19th March, 1996.

नई दिल्ली, 11 अप्रैल, 1996

का. आ. 1370.—औद्योगिक विवाद अधिनियम,  
1947 (1947 का 14) की धारा 17 के अनुसरण में,

केन्द्रीय सरकार एफ सी आई के प्रबंधकों के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निश्चित औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट की प्रकाशित करती है, जो केन्द्रीय सरकार को 9/4/96 को प्राप्त हुआ था।

[सं. एल-42012/9/87-डी-II (बी)]

राजा लाल, ईस्क अधिकारी

New Delhi, the 11th April, 1996

S.O. 1370.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on 9-4-1996.

[No. L-42012/9/87-D.II(B)]

RAJA LAL, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I, HYDERABAD  
PRESENT :

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.  
Dated, the 10th January, 1996

Industrial Dispute No. 33 of 1988

#### BETWEEN

Sri R. Subba Rao, C/o Sri Neeladri Rao,  
H. No. 22-89-3, Kanakamahalakshmi Street,  
Visakhapatnam-536001. Petitioner

#### AND

The Joint Manager (Port Operations),  
Food Corporation of India,  
RTC Complex Building,  
Visakhapatnam-536020 (AP). Respondent

#### APPEARANCES :

Sri E. D. Nathan, President of the Council of A.P.  
Trade Unions and Vice President of the City Trade  
Unions Council, Hyderabad—for the petitioner.

Sri B. G. Ravinder Reddy, Advocate—for the Respondent.

#### AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi, by its Order No. L-42012/9/87-D.II (B), dated 24-3-1988 under Section 10(1)(d) and (2-A) of Industrial Disputes Act, 1947 (hereinafter called the 'Act') for adjudication of the Industrial Dispute mentioned in its schedule which reads as follows :

"Whether the action of the management of Food Corporation of India (Port Operations), Visakhapatnam in terminating Sri R. Subba Rao from service with effect from 12-12-1979 is justified? If not, to what relief the workman concerned is entitled?"

The said reference has been registered as I. D. No. 33/88 on the file of this Tribunal. After receiving the notices issued by this Tribunal, both parties put in their appearance and they are being represented by their counsel.

2. On behalf of the petitioner-workman, a claim statement has been filed to the following effect :

The petitioner Sri R. Subba Rao was employed as Gunny clerk on daily wage rate of Rs. 27.84 Ps. on and from 30-1-1976 under the respondent in connection with import and export business of the Food Corporation of India at Visakhapatnam. The Respon-

dent has not issued any appointment order. However, the factum of employment of the petitioner is borne out from the attendance register and also from the wage register maintained by the Respondent terminated the service of the petitioner with effect from 12-12-1979, without assigning any reason and without any notice and also in violation of the mandatory provisions of Industrial Disputes Act. The petitioner along with other retrenched workers filed a suit in O.S. No. 2053/79 on the file of IV Addl. Munsif Magistrate, Visakhapatnam and that suit was dismissed on 31-1-1985 on the ground that the court has no jurisdiction. Subsequently, the petitioner moved conciliation machinery of the Central Government and the Conciliation efforts ended in failure and thereby this reference has been made by the Government of India. The termination of the service of the petitioner is "retrenchment" within the meaning of Section 2(oo) of the Act since the said termination does not fall within any of the excepted categories. The petitioner has also put in 240 days continuous service during the period of 12 calendar months to be counted backward from the date of retrenchment namely 12-12-1979. Further the retrenchment of the petitioner is violative of the mandatory provisions contained in Section 25-F and Section 25-G and Rules 76 and 77 of the Industrial Disputes (Central) Rules. After retrenchment of the petitioner, the respondent has employed several workmen in the category of the petitioner and thus violated the provisions under Section 25-H r/w Rule 78. No offer has been made to the petitioner for re-employment. The termination of the petitioner from service is ab-initio void. Hence the petitioner is entitled for reinstatement into service with continuity of service, full back wages and other attendant benefits. Hence the Tribunal may pass an award to that effect.

3. On behalf of the Respondent-Management a counter has been filed to the following effect :

The petitioner was engaged as casual Gunny Clerk on daily wages depending upon the exigencies of work. The petitioner never worked continuously under the respondent. The petitioner was engaged on casual basis for 181 days in the year 1976, 77 days in the year 1977, 309 days in the year 1978 and 157 days in the year 1979. As the petitioner never worked for 240 days continuously, the question of issuing one month notice or payment of retrenchment compensation as contemplated under Section 25-F of the Act does not arise. The respondent could not engage the petitioner as casual labour due to non-availability of work. The non-engagement of the service of the petitioner does not amount to 'retrenchment' within the meaning of Section 2(oo) of the Act. The allegation that the petitioner had put in 240 days service during the period of 12 months to be counted backwards from the date of retrenchment i.e. 12-12-1979 is not correct. The petitioner had worked only for 156 days during the period of 12 months to be counted backward from the date of retrenchment namely 12-12-1979. The respondent has not violated the provisions of Sections 25-F, 25-G and 25-H R/W Rules 76 and 77 as alleged by the petitioner. The allegation that after retrenchment of the petitioner, the respondent had employed several workmen in the category of the petitioner is not true and correct. No person was engaged as alleged by the petitioner. There is no termination of the service of the petitioner. The petitioner is not entitled to reinstatement into service with continuity of service, full back wages and other attendant benefits as claimed by the petitioner. Hence the petitioner is not entitled to any relief in this reference.

4. During the course of enquiry, WW-1 was examined and Ex. W-1 was marked on behalf of the petitioner-workman, on behalf of the respondent, MW-1 was examined and no documents were marked. On a consideration of oral and

documentary evidence placed before him, my learned predecessor passed an Award on 23-1-1992 directing the respondent to reinstate the petitioner into service forthwith with back wages from the date of conciliation proceeding were initiated till the date of reinstatement and the respondent was further directed to pay back wages within one month from the date of publication of the Award, failing which the petitioner is entitled to realise the same with interest at 12% per annum from the date of publication of the award till the date of realisation and that there will be no order as to costs. Aggrieved by that Award, the Respondent-Management filed W.P. No. 5638/92 on the file of High Court of A.P. and the Hon'ble High Court by its common judgement with other connected W.Ps. set aside the award on certain conditions and the matter has been remitted back to this Tribunal for fresh disposal in accordance with law after giving an opportunity to the workman to lead evidence or affidavit evidence in support of his claim in accordance with Rule 10(6) and thereafter the management be given an opportunity to produce its records to mark them as evidence. Thus I. D. No. 33/88 has been remitted back for fresh disposal as per the directions of the Hon'ble High Court of A.P. in W.P. 5638/92.

5. After remand, WW-1 was recalled and further examined and Ex. W-1 to W-3 and Ex. M-1 were marked. On behalf of the respondent, MW-2 was examined. The details of documents Exs. W-1 to W-3 and Ex. M-1 marked on behalf of the petitioner and the respondent are appended to this Award.

6. The points that arise for consideration are as follows :

- (i) Whether the action of the management of Food Corporation of India (Port Operation), Visakhapatnam in terminating Shri R. Subba Rao from service with effect from 12-12-1979 is justified ?
- (ii) To what relief the petitioner R. Subba Rao is entitled to in this reference ?

7. Point 1.—The admitted facts as revealed from the evidence on record are as follows :

The Respondent-Food Corporation of India (Port Operations), Visakhapatnam is a Government of India Undertaking. The Regional Office of the respondent-Corporation is at Madras and its Head Office is at Delhi. The petitioner Sri R. Subba Rao was engaged by the respondent on and from 30-1-1976 as Gunny Clerk in connection with import and export business of the respondent at Visakhapatnam on daily wages. He worked intermittently in that post till he was discharged on 12-12-1979 without assigning any reasons. He was not given any written appointment order on his engagement into service and he was also not served with any written order of termination/discharge from service. It is also admitted that he was not given any retrenchment notice or one month's pay in lieu of notice and he was also not paid retrenchment compensation when he was discharged from service on 12-12-1979. The petitioner-workman was attending to counting of bags that were loaded and unloaded in the godowns of the respondent or vessels in the Port at Visakhapatnam. It is also admitted that the petitioner was being paid wages depending upon the No. of days he worked, twice in a month and the workman also signed in the Wage Register when he received the wages. His engagement was also marked in the Attendance Register by the officer of the Respondent-Corporation. It is also admitted that along with the petitioner some others who were also daily rated workmen, were also discharged from service. The petitioner and other discharged workers filed a suit O.S. No. 2053/79 on the file of IV Addl. Munsif Magistrate, Visakhapatnam and that suit was dismissed on 31-1-1985 for want of jurisdiction. Thereafter the petitioner moved conciliation machinery of the Central Government and it resulted in this reference.

8. The learned counsel for the petitioner-workman submits that the petitioner worked continuously from 30-1-1976, that the petitioner had put in 240 days continuously with a span of one year counted backward from the date of discharge i.e.

12-12-1979, that the petitioner has been retrenched from service without giving any notice or pay in lieu of notice or retrenchment compensation as required under Section 25-F of the Act, that the respondent also violated the mandatory provisions contained in Sections 25-F, 25-G and 25-H of the Act and rules 76 and 77 of Industrial Disputes (Central) Rules and therefore the retrenchment of the petitioner is illegal and the petitioner is entitled for reinstatement with back wages and continuity of service.

The learned counsel for the respondent, on the other hand, submits that this workman was not a regular employee of the respondent, that his services were utilised as casual daily rated workman as the exigencies of work demanded, that there are regular employees of the respondent to attend to the regular work and as and when there is work, the services of this workman were taken temporarily on daily wages and as such he is not a permanent or temporary employee of the Respondent-Corporation, that the petitioner was disengaged as there was no work to be entrusted to him and as such the disengagement of the petitioner does not amount to 'retrenchment' and there is no violation of the provisions under Sections 25-F, 25-G and 25-H of the Act and the Rules 76 and 77 of Industrial Disputes (Central) Rules.

9. It is not disputed that the petitioner herein is a workman as defined under Section 2(s) of the Act. It is also not disputed that he was engaged as daily rated workman by the respondent as and when the work was available. It is also admitted that he was not engaged with effect from 12-12-1979. It is well settled that 'retrenchment' is termination of service and 'termination' of service may not be 'retrenchment'. In order to 'retrenchment', termination of service has to fall within the ambit of definition of 'retrenchment' in Section 2(oo) of the Act. Further the Section 25-F of the Act prescribes the requirements of notice and compensation as conditions precedent to the retrenchment of a workman. The termination of service of a workman as a measure of retrenchment without complying the requirements under Section 25-F of the Act will be illegal. It is also well settled that the burden of proof for establishing that the termination of service of a workman his "retrenchment" is on the person who have put forward that claim. In other words whether the employee claimed that he has been retrenched he must have to prove that he has been 'retrenched' from service and it is not for the employer to prove that the discharged or termination of the employee was otherwise that by way of retrenchment. It is also well settled that the discharge simpliciter does not amount to retrenchment. If the termination actuated by motive of vindictiveness or unfair labour practice it amounts to 'retrenchment'. Hence it has to be seen whether the discharge/disengagement of the petitioner with effect from 12-12-1979 amounts to retrenchment as defined under Section 2(oo) of the Act.

10. The petitioner-workman got himself examined as WW-1 prior to the remand of the matter by the Hon'ble High Court. The petitioner was examined on 21-10-1989 and in that evidence he stated that he worked continuously from 2-1-1976 to 12-12-79 on which date he was terminated and that he obtained service certificate Ex. W-1 dated 14-7-1977. After remand, the petitioner got himself further examined on 10-7-95 and he deposed that he joined the Food Corporation of India on 30-1-1976 as Gunny Clerk on daily wage of Rs. 15, that at the time of his termination he was paid at the rate of Rs. 24 per day, that his service were terminated with effect from 31-1-1979 and that no reasons were given by the management for his termination, that he was not given one month's notice or pay in lieu thereof, that he was also not given retrenchment compensation and that he worked for 340 days during the period from 1-12-1978 to 31-1-1979. This testimony of the petitioner as WW-1 is contrary to his own pleading in the claim statement. He pleaded in his claim statement that he was employed as Gunny Clerk on daily wage rate of Rs. 27.84 Ps. on and from 30-1-1976 and that his services were terminated on and with effect from 12-12-1979. The respondent has not disputed the engagement of the petitioner from 30-1-1976 intermittently as and when there was work and that the petitioner was disengaged on 12-12-1979. In his cross-examination, WW-1 stated thus "I was not recruited through the Employment Exchange. I was also not appointed through a paper notification. I was taken into the employment by a known

person. I was being engaged as and when the work was available in the Port. I used to go to the port and enquire with the officials of the Respondent as to whether there was any work and as and when there was work I used to work there. It is true that I worked for 181 days in 1976, 77 days in 1977, 209 days in 1978 and 156 days in 1979 intermittently as shown in the statement which is shown to me now. Ex. M-1 is the said statement regarding the details of days the workman worked. I did not submit any representation or give any notice to the respondent either protesting against the termination or praying any relief of reinstatement during the period from 1979 to 1988". The Assistant Manager of the Respondent Corporation at Visakhapatnam examined as MW-1 deposed that the workman herein was a casual employee on daily wage basis that he was being engaged whenever there was work and that he worked for a total period of 181 days in 1976, 77 days in 1977, 209 days in 1978 156 days in 1979 and from 1980 onwards the petitioner was not engaged as there was no work. He further stated that in no year the petitioner worked for 240 days. In his cross-examination MW-1 stated that on the basis of attendance register he deposed about the attendance of this workman. MW-2 is a Grade I Supervisor under the Respondent-Corporation. He deposed that during the period from 1976 to 1979 he was working as the Incharge of Gunny Bags Section, Port Operations, Visakhapatnam, that during the period the petitioner was engaged as casual Gunny Clerk, that the petitioner worked for a total period of 181 days in 1976, 77 days in 1977, 209 days in 1978 and 156 days in 1979. He also stated that he prepared Ex. M-1 basing on the attendance and wage sheets maintained in the Respondent-Corporation and, that all the casual gunny clerks were disengaged due to non-availability of work. It is clear from the above evidence of WW-1, MW-1 and MW-2 that the engagement of the petitioner was oral and his termination was also oral, and he was engaged on daily wage basis and his wages were being paid depending upon the No. of days he worked. He worked intermittently as casual daily rated workman, when there was work and he was disengaged when there was no work being entrusted to him. The employment of this workman depended upon the availability of work in the respondent-Corporation. The petitioner as WW-1 has categorically admitted in his cross examination that he was being engaged as the work was available in the Port and that he used to go to the Port and enquire the officials of the Respondent as to whether there was any work and as and when there was work he used to work there. Considering the circumstances that no written appointment order was given, that the workman was engaged intermittently, that he was not engaged continuously that he was engaged on daily wages and his wages were paid depending upon the work and No. of days he worked and that no written termination order was issued, it cannot be said that the workman in this reference was a regular employee of the respondent. On the other hand these circumstances go to show that he was only a casual labourer engaged to meet the exigencies of work on any day. His engagement depended upon the availability of work on any particular day. M.W.S. 1 and 2 have categorically stated on oath that this workman was disengaged as there was no work to be entrusted to him. He was not employed on regular basis against a permanent vacancy. It is clear from the evidence on record that the petitioner was engaged as and when there was work to be attended in the respondent-Corporation and he was disengaged when there was no work. Therefore the discharge of the petitioner is a discharge simpliciter. It cannot be said that it has been motivated by vindictiveness or due to unfair labour practice on the part of the respondent. The petitioner was disengaged for want of work. Therefore the termination discharge of the petitioner does not amount to 'retrenchment' as defined under Section 2(oo) of the Act.

11. The learned counsel for the petitioner-workman submits that the definition of 'retrenchment' under Section 2(oo) of the Act is comprehensive one intended to cover any action of the management to put an end to employment of an employee for any reason whatsoever and that the termination of daily rated workman also amounts to 'retrenchment'. He also relied on the decision in L. Robert D'Souza Vs. Executive Engineer, Southern Railway and Another (1982-1 LLJ Page 339), wherein it is held that the 'termination' of daily rated workman without complying with the mandatory provisions



under Section 25-F amounts to 'retrenchment'. But this decision is not applicable to the facts of this case. In that case a Railway gangman worked continuously as daily rated workman for more than 26 years and he was transferred to various places during that period of 26 years and when he abstained from duty unauthorisedly the management held that his services were deemed to have been terminated under those circumstances, their Lordships of Supreme Court held that the termination of daily rated servant who worked for more than 26 years amounts to 'termination and his services cannot be terminated at the whims and fancies of the employer'. In the instant case the petitioner was engaged intermittently, as and when there was work, on daily wage basis and he did not work continuously as seen from Ex. M-1, statement showing the days the petitioner worked as a daily rated workman in the respondent-Corporation. Therefore that decision is not applicable to the facts in this case. The non-engagement of the petitioner with effect from 12-12-1979 does not amount to 'retrenchment' as defined in Section 2(oo) of the Act. The observations of their Lordships of Supreme Court in *Satyanarayana Sharma and Others Vs. National Mineral Development Corporation Ltd. and others* (1990-II LJ 596) are relevant in this context. In that case daily rated workmen wanted regularisation of their services in the National Mineral Development Corporation. Their Lordships of Supreme Court held in para 4 thus "We do not find any ground to interfere with the High Court's decision in view of the clear findings supported by evidence, that there are no vacancies or work available in the establishment for absorption of the petitioners and that for quite some time they have been continued on rolls and paid inspite of there being no work for them. On these facts, the question of directing their absorption and regularisation does not arise. The principle of regularisation of a daily rated workman and payment to him of the pay equal to that of a regular workman arises only when the daily rated workman is doing the same work as the regular workman and there being a vacancy available for him, he is not absorbed against it or not even paid the equal pay for the period during which the same work is taken from him. In the instant case also it is in the evidence of MWs-1 and 2 that there is no clear vacancy or regular work for engaging this petitioner who is daily rated workman. Therefore in the absence of work and clear vacancy this daily rated workman cannot be engaged or continued in service as regular employee.

12. Even if it is taken, for argument sake, that the termination of the workman in this case amounts to 'retrenchment' as defined under Section 2(oo) of the Act, the retrenchment is not invalid for not complying with the provisions of Section 25-F of the Act for the reason that the workman had not worked for 240 days continuously within 12 months preceding the date of termination/discharge i.e. 12-12-1979. Section 25-F of the Act contains conditions precedent for retrenchment of a workman. It provides that no workman employed in any industry who has been in continuous service for not less than one year under the employment shall be retrenched by that employer until the workman has been given one month's notice etc. Under Section 25-B of the Act the period of one year of service is taken as 240 days of service in a period of 12 months preceding the date of termination. It is in the evidence of MWs-1 and 2 that the workman herein did not work for 240 days and as such the Management need not follow the mandatory procedure under Section 25-F of the Act. Ex. M-1 is the statement showing the Number of days worked by the workman herein. This document has been prepared on the basis of the entries made in the attendance register maintained for the daily rated workmen for the relevant period. As seen from this document the petitioner workman worked for 181 days in 1976, 77 days in 1977, 209 days in 1978 and 156 days in 1979. Admittedly the workman was disengaged with effect from 12-12-1979. As seen from this document during the period from 12-12-1978 to 11-12-1979 i.e. the period of 12 months preceding the date of termination, the petitioner-workman did not work for 240 days. Therefore the respondent need not follow the mandatory provisions of Section 25-F of the Act, before the termination/retrenchment of the workman herein. The learned counsel for the petitioner submits that the attendance register based on which Ex. M-1 is said to have been prepared, is not marked. It is in the evidence of MWs-1 and 2 that the relevant attendance registers have been filed into this Tribunal as per the directions of this Tribunal and they are readily available for scrutiny. There is no

cross-examination of MWs-1 and 2 with reference to the entries in the attendance registers. The learned counsel for the respondent further submits that the workman as WW-1 has not disputed the entries in Ex. M-1 and on the other hand he has categorically admitted that he worked for the days as mentioned in Ex. M-1 in his cross examination. Thus the entries in Ex. M-1 have been admitted to be correct by the petitioner workman himself. Therefore the termination/discharge of the petitioner with effect from 12-12-1979 is not void.

13. The learned counsel for the workman next contends that the provisions under Sections 25-G and 25-H of the Act are attracted even in cases where the workman worked for less than 240 days and as the management has not complied the provisions under these two sections, the retrenchment of the petitioner is invalid. He also relied upon the decision in *Oriental Bank of Commerce Vs. Presiding Officer Central Government Industrial Tribunal and Another* (1994 II LJ Page 770) wherein it is held that "whether a person has completed the service of statutory period or not, he is however entitled to the benefits mentioned in Sections 25-G and 25-H of the Act and as such if the retrenchment is to be made even of a person who has worked for less than the statutory period it has to be on the basis of 'first come first go' and when the management re-employee certain persons, the offer of re-employment had to be given to these who have been retrenched if they are willing to work." Section 25-G of the Act provides procedure for retrenchment and it lays down that where any workman in an industrial establishment who is a citizen of India is to be retrenched and he belongs to a particular category of workman in the establishment, in the absence of any agreement between the employer and employee in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category only, but for the reasons to be recorded, the employer can retrench any other workman. Section 25-H makes provision for re-employment of retrenched workman and it provides that where any workman is retrenched and an employer proposes to take into employment any person in such a manner as may be prescribed give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment and such retrenched workmen who offer themselves for re-employment shall have preference over other persons. It is significant to note that these two sections shall apply in case of retrenchment only. It has been held by me that the termination/discharge/non-engagement of the workman in this case does not amount to retrenchment. Further even if it is taken for arguments sake that the termination of this workman amounts to retrenchment, the provisions of Sections 25-G and 25-H are not applicable for the facts in the present case. For application of Section 25-G of the Act, there must be evidence on record to show that the juniors of the retrenched employee were allowed to continue in employment and for application of the provisions under Section 25-H of the Act, there must be positive evidence on record to show that subsequent to his retrenchment, the management makes certain appointments to the same category and that he was not considered for re-employment. In the decision of *Oriental Bank of Commerce vs. Presiding Officer, Central Government Industrial Tribunal and Another* (1994 II LJ Page 770) relied upon by the counsel for the workman, the witnesses for the management themselves have categorically admitted that the juniors to the retrenched employee were allowed to continue in office and that retrenched employee was not given an opportunity for re-employment and that some others were appointed to the same post. But in the case on hand, there is no pleading in the claim statement filed on behalf of the workman that his juniors were allowed to continue in service while his services were terminated. It is simply pleaded in para 8 that the provisions of Section 25-G were not followed. In para 9 of the claim statement, it is averred that the respondent had employed several workmen in the category of the petitioner in this reference subsequent to the retrenchment and that the provisions under Section 25-H are mandatory. But the details of the juniors who were allowed to continue in service and the details of the employees who are said to have been employed subsequent to the retrenchment of the workman are not mentioned. It is only a bald averment. In his evidence as WW-1 the workman stated thus : "The management has appointed several clerks during the period of my service with the respondent. After effecting my termina-

tion the management has brought some workers from Madras and they were employed as Clerks under the Respondent at Visakhapatnam. I do not know the names of the said clerks as engaged by the Management. In his cross-examination WW-1 stated thus "I am not aware as to who was taken into employment after my termination. But I came to know that some employees transferred from Madras Office of the respondent were engaged in the respondent-Port Operations. Along with me some other persons were also engaged as Gunny Clerks and their services were also disengaged along with me. I do not know whether any new persons were taken into employment by the respondent." Thus the details of his juniors that were said to have been continued in service and the details of the employees that were said to have been employed subsequent to the retrenchment of the petitioner are not spoken to by the petitioner as WW-1. It is in the positive evidence of MW-2 that all the casual gunny clerks were disengaged along with the petitioner and that after disengagement of the petitioner no new employees were taken into service. He further stated that except the employees who came under transfer from their Madras Office, no other persons were engaged on casual basis. Therefore it cannot be said that the respondent violated the statutory provisions under Sections 25-G and 25-H of the Act.

14. It is contended on behalf of the workmen that some employees from Food Corporation of India Port Operations, Madras Office were brought to Visakhapatnam and that only to accommodate them the workman under this reference and others were terminated. There is no pleading to that effect in the claim statement filed on behalf of the workman. Further it is in the evidence of MW-2 that regular employees working in F.C.I. are transferable from one place to another and that the some regular employees were transferred from Madras Office of Food Corporation of India to the Respondent at Visakhapatnam and that except those regular employees who have been transferred from Madras, no other person was engaged on casual basis. Thus the regular employees who have been transferred from Madras Office, have been accommodated in the respondent's Office at Visakhapatnam. It cannot be said that to accommodate those regular transferred employees, the workman and others were retrenched.

15. It is also contended by the learned counsel for the petitioner that seniority list of workers is not maintained and published and therefore it cannot be said that the workman herein is junior most to be retrenched. As earlier stated the termination of the workman herein does not amount to retrenchment. Further MW-1 deposed that the seniority list is maintained in respect of only permanent employees and that no list is being maintained with regard to the casual employees or daily rated employees. Further under the circumstances of this case the non-maintenance or publication of seniority list of daily rated employees is not material and relevant as the termination/discharge of the services of the workman in this case is not on account of surplusage but only for want of work.

16. Exs. W-2 and W-3 are the counter affidavit and reply filed before the Hon'ble High Court of A.P. in the earlier W.P. No. 5638/92. But the said documents would not, in any way, throw any light for the disposal of the issues involved in this reference.

17. In the light of my above discussion, I hold on point No. 1 that the action of the management of Food Corporation of India, Port Operations Visakhapatnam in terminating the workman Sri R. Subba Rao does not amount to 'retrenchment' and it is justified. The point is thus decided against the petitioner-workman and in favour of the respondent management.

18. Point No. 2.—This issue relates to the relief to be granted to the workman in this reference. In view of my finding on Point No. 1, the Petitioner-workman is not entitled for any relief in this reference.

19. In the result, Award is passed stating that the termination of the workman R. Subba Rao from service is just and legal and that the workman is not entitled for any relief. Award is thus answered accordingly. The parties are directed to bear their costs.

Dictated to the Steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 10th day of January, 1996.

A. HANUMANTHU, Industrial Tribunal-I  
Appendix of Evidence

Witnesses Examined for  
the Petitioner :

WW-1—R. Subba Rao.

Witnesses Examined for

the Respondent :

MW-1—I. N. Murthy.

MW-2—M. Thomas.

Documents marked for the Petitioner

Ex. W-1—Service Certificate dated 14-7-77 issued to WW-1.

Ex. W-2—Xerox copy of the Counter filed in W.P. 5638/92.

Ex. W-3—Xerox copy of the reply to Ex. W-2 by the respondent.

Documents marked for the Respondent

Ex. M-1—Statement of working days particulars of WW-1.

नई दिल्ली, 11 अप्रैल, 1996

का. आ. 1371.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ०सी०आई० के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में, औद्योगिक अधिकरण, हैदराबाद के पंचपट का प्रकाशित करती है, जो केन्द्रीय सरकार को 9-4-96 को प्राप्त हुआ था।

[सं. एल-42012/48/87-डी-II (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 11th April, 1996

S.O. 1371.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on 9-4-1996.

[No. L-42012/48/87-D-II(B)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I, HYDERABAD

PRESENT :

Sri A. Hanumantha, M.A., LL.B., Industrial Tribunal-I.

Dated, 10th January, 1996

Industrial Dispute No. 36 of 1988

BETWEEN :

Sri N. K. Ranga C/o Sri Neeladri Rao,  
H. No. 22-89-3, Kanakamahalakshmi Street,  
Visakhapatnam-530 001 (A.P.).

Petitioner.



## AND

The Joint Manager (Port Operations),

Food Corporation of India, RTC Complex,  
Buildings, Visakhapatnam-530 020 (A.P.) .. Respondent.

## APPEARANCES :

Shri D. Nathan, President of the Council of A.P. Trade Unions and Vice President of the City Trade Unions Council, Hyderabad for the Petitioner.

Shri B. G. Ravinder Reddy, Advocate—for the Respondent.

## AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi, by its Order No. L-42012/48/87-D.II(B), dt. 24-3-1988 under Section 10(1)(d) and (2A) of Industrial Disputes Act, 1947 (hereinafter called the 'Act') for adjudication of the Industrial Dispute mentioned in its schedule which reads as follows :—

"Whether the action of the management of Joint Manager (Port Operation), Food Corporation of India, Visakhapatnam in terminating Shri N. K. Ranga from service with effect from 12-12-1979 is legal/justified? If not, to what relief the workman concerned is entitled?"

The said reference has been registered as I.D. No. 36 of 1988 on the file of this Tribunal. After receiving the notices issued by this Tribunal, both parties have put in their appearance and they are being represented by their counsel.

2. On behalf of the petitioner-workman, a claim statement has been filed to the following effect :—

The petitioner was employed as Gunny/Gare Clerk on daily wage rate of Rs. 27.84 Ps. on and from 24-3-78 under the Respondent in connection with Import and Export business of the Food Corporation of India at Visakhapatnam. The Respondent has not issued any appointment order. However the factum of employment of Petitioner is borne out from the attendance register and also from the Wages Register maintained by the Respondent. The Respondent terminated the service of the petitioner with effect from 12-12-1979 without assigning any reason and without any notice and also in violation of the mandatory provisions of the Industrial Disputes Act. The petitioner along with other retrenched workers filed a suit in O.S. No. 2053/79 on the file of IV Additional Magistrate, Visakhapatnam and that the suit was dismissed on 31-1-1985 on the ground that that court has no jurisdiction. Subsequently the petitioner moved conciliation machinery of Central Government and the conciliation efforts ended in failure and thereby this reference has been made by the Government of India. The termination of the service of the petitioner is retrenchment within the meaning of Section 2(oo) of the Act since the said termination does not fall within any of the excepted categories. The petitioner has also put in 240 days of continuous service during the period of 12 calendar months to be counted backward from the date of retrenchment namely 12-12-1979. The retrenchment of the petitioner is violative of the mandatory provisions contained in Sections 25-F and Section 25-G and Rules 76 and 77 of the Industrial Disputes (Central) Rules. After retrenchment of the petitioner the respondent has employed several workmen in the category of petitioner and thus violated the provisions of Under Section 25-H r/w Rule 78. No offer has been made to the petitioner for re-employment. The termination of the petitioner from services is ab-initio void. Hence the petitioner is entitled for reinstatement into service with continuity of service, full back wages and other attendant benefits. Hence the Tribunal may pass an award to that effect.

3. On behalf of the respondent-Management a counter has been filed to the following effect :—

The petitioner was engaged as a casual gunny clerk on daily wages depending upon the exigencies of work. The petitioner never continuously worked under the respondent. The petitioner was engaged on casual basis for 157 days in the year 1978 and 158 days in the year 1979. The petitioner never worked for 240 days continuously. The question of issuing

one month notice or payment of retrenchment compensation as contemplated under Section 25F of the Act does not arise. The respondent could not engage the petitioner as casual labour due to nonavailability of work. The non-engagement of the service of the petitioner does not amount to 'retrenchment' within the meaning of Section 2(oo) of the Act. The allegation that the petitioner had put in 240 days service during the period of 12 months to be counted backward from the date of retrenchment i.e. 12-12-1979 is not correct. The petitioner had worked only for 158 days during the period of 12 months to be counted backwards from the date of retrenchment namely 12-12-1979. The Respondent has not violated the provisions of Section 25-F, 25-G and 25H R/W Rules 76 & 77 as alleged by the petitioner. The allegation that after retrenchment of the petitioner, the Respondent has employed several workmen in the category of the petitioner is not true and correct. No person was engaged as alleged by the petitioner. There is no termination of the service of the petitioner. The petitioner is not entitled for reinstatement into service with continuity of service, full back wages and other attendant benefits as claimed by the petitioner. Hence the petitioner is not entitled to any relief in this reference.

4. During the course of enquiry, no oral or documentary evidence was adduced by the petitioner-workman. But on behalf of the Respondent-Management, M.W1 alone was examined and no documents were marked. On a consideration of the materials on record, my learned predecessor passed an award on 23-1-1992 directing the respondent to reinstate the petitioner into service forthwith with back wages from the date of conciliation proceedings were initiated till the date of reinstatement and the respondent was further directed to pay the back wages within one month from the date of publication of the award, failing which the petitioner was entitled to realise the same with interest at 12 per cent per annum from the date of publication of the award till the date of realisation and that there will be no order as to costs. Aggrieved by that Award, the Respondent-Management filed W.P. No. 5440/92 on the file of High Court of A.P. and the Hon'ble High Court by its common judgement with other connected W. Ps. dt. 7-4-94 set aside the award on certain conditions and the matter has been remanded to this Tribunal for fresh disposal in accordance with law after giving an opportunity to the workman to lead evidence or affidavit evidence in support of his claim in accordance with Rule 10(6) and thereafter the management be given an opportunity to produce its records to mark them as evidence. Thus I.D. No. 36/88 has been received for further fresh disposal as per the directions of the Hon'ble High Court of A.P. in W.P. No. 5640/92.

5. After remand, W.W1 was examined and Exs. W1 & W2 are marked on behalf of the petitioner-workman, and on behalf of the Respondent-Management, M.W2 was examined and Exs. M1 to M9, Exs. M1A, M2A, M3A, M4A, M5A, M6A, M7A and M8A are marked. The details of documents filed on behalf of the petitioner and Respondent are appended to this award.

6. The points that arise for consideration are as follows :—

(i) Whether the action of the management of Food Corporation of India (Port Operations), Visakhapatnam in terminating Shri N. K. Ranga from service with effect from 12-12-1979 is justified?

(ii) To what relief the petitioner N. K. Ranga is entitled to in this reference?

7. Point-1 : The admitted facts as revealed from the evidence on record are as follows :—

The Respondent-Food Corporation of India (Port Operations) Visakhapatnam is a Government of India Undertaking. The Regional Office of the Respondent-Corporation is at Madras and its head office is at Delhi. The petitioner Sri N. K. Ranga was engaged by the Respondent on and from 24-3-1978 as Gunny Clerk in connection with import and export business of the respondent at Visakhapatnam on daily wages. He worked intermittently in that post till he was discharged on 12-12-1979 without assigning any reasons. He was not given any written appointment order on his engagement into service and he was also not served with any written order of termination/discharge from service. It is also admitted that he was not given any retrenchment notice on

one month's pay in lieu of notice and he was also not paid retrenchment compensation when he was discharged from service on 12-12-1979. The petitioner-workman was attending to counting of bags that were loaded and unloaded in the godowns of the respondent or vessels in the Port at Visakhapatnam. It is also admitted that the petitioner was being paid wages, depending upon the No. of days he worked, twice in a month and the workman also signed in the Wage Registers when he received the wages. His engagement was also marked in the Attendance Register by the Officer of the Respondent-Corporation. It is also admitted that along with the petitioner some others who were also daily rated workmen were also discharged from service. The petitioner and other discharged workers filed a Suit O.S. No. 2053/79 on the file of IV Addl. Munsif Magistrate, Visakhapatnam and that suit was dismissed on 31-1-1985 for want of jurisdiction. Thereafter the petitioner moved conciliation machinery of the Central Government and it resulted in this reference.

8. The learned counsel for the petitioner-workman submits that the petitioner worked continuously from 24-3-1978, that the petitioner had put in 240 days continuously within a span of one year counted backward from the date of discharge i.e. 12-12-1979, that the petitioner has been retrenched from service without giving any notice or pay in lieu of notice or retrenchment compensation as required under Section 25F of the Act, that the Respondent also violated the mandatory provisions contained in Section 25F, 25G and 25H of the Act and rules 76 & 77 of Industrial Disputes (Central) Rules and therefore the retrenchment of the petitioner is illegal and the petitioner is entitled for reinstatement with backwages and continuity of service. The learned counsel for the Respondent on the other hand, submits that this workman was not a regular employee of the respondent, that his services were utilized as casual daily rated workman as the exigencies of work demanded, that there are regular employees of the respondent to attend to the regular work and as and when there is heavy work, the services of this workman were taken temporarily on daily wages and as such he is not a permanent or temporary employee of the respondent-Corporation, that the petitioner was disengaged as there was no work to be entrusted to him and as such the disengagement of the petitioner does not amount to 'retrenchment' and there is no violation of the provisions under Section 25F, 25G and 25H of the Act and the Rules 76 & 77 of Industrial Disputes (Central) Rules.

9. It is not disputed that the petitioner herein is a workman as defined under Section 2(s) of the Act. It is also not disputed that he was engaged as daily rated workman by the Respondent as and when the work was available. It is also admitted that he was not engaged with effect from 12-12-1979. It is well settled that 'retrenchment' is termination of service and 'termination of service' may not be 'retrenchment'. In order to 'retrenchment' 'termination of service' has to fall within the ambit of definition of 'retrenchment' in Section 2(oo) of the Act. Further section 25F of the Act prescribes the requirements of notice and compensation as conditions precedent to the retrenchment of a workman. The termination of service of a workman as a measure of retrenchment without complying the requirements under Section 25F of the Act will be illegal. It is also well settled that the burden of proof for establishing that the termination of service of a workman is 'retrenchment' is on the person who has put forward that claim. In other words where the employee claimed that he has been retrenched, he must have to prove that he has been 'retrenched' from service and it is not for the employer to prove that the discharge or termination of the employee was otherwise than by way of retrenchment. It is also well settled that the discharge simpliciter does not amount to retrenchment. If the termination actuated by motive of vindictiveness or unfair labour practice it amounts to 'retrenchment'. Hence it has to be seen in this case whether the discharge/d's-engagement of the petitioner with effect from 12-12-1979 amounts to retrenchment as defined under Section 2(oo) of the Act.

10. The petitioner workman examined as W.W1 deposed that he was employed in the Respondent Port Operations at Vizag as a Gunny Clerk on daily wages of Rs. 27.40 per day, that his services were terminated by the respondent on 12-12-1979 without assigning any reasons, without giving

one month's notice on pay in lieu of thereof and without offering or making payment of retrenchment compensation, that he worked for more than 280 days during the period from 1-12-1978 to 13-11-1979, that the respondent did not put any seniority list of the workmen in the category of clerks on the Notice Board at any time, that there were about 40 clerks working under the respondent and that the respondent did not give notice of retrenchment to the Secretary of Ministry of Labour, Government of India, New Delhi or to the Regional Labour Commissioner or any of the officials of the Labour Department of Government of India, or to the Employment Exchange at Vizag. W.W1 further deposed that after termination of his services, the respondent brought in 30 workers from their Madras Port Operation and those workmen were employed in their places and that he is at present unemployed. In his cross examination W.W1 stated that he was engaged as a Gunny Clerk on casual basis in the respondent-Corporation, that he approached for work and he was engaged on daily rate basis by the respondent, that he was paid wages depending upon the No. of days he worked and whenever the wages were paid his signature was obtained in the wage sheets. He denied the suggestion that he worked for 157 days during the year 1978 and 158 days during the year 1979. He also admitted signatures in the wage sheets Exs. M1 to M8 shown to him. Exs. M1A, M2A, M3A, M4A, M5A, M6A, M7A & M8A are the signatures of the petitioner in the wage sheets Exs. M1 to M8. W.W1 further admitted in his cross-examination that he did not work continuously and there were gaps in his service, that he was engaged only when the work was available, that along with him some other casual gunny clerks were also not provided with work from 12-12-1979. He further admitted that after their disengagement, nobody else was engaged as casual gunny clerk, and that the persons who came from Madras Port Operations were regular employees. He further admitted that he was not recruited as a regular employee of the respondent. The Assistant Manager of the Respondent Corporation at Visakhapatnam examined as M.W1 deposed that the workman herein was a casual employee on daily wage basis, that he was being engaged whenever there was work and that he worked for a total period of 157 days in 1978 and 158 days in 1979 and from 1980 onwards the petitioner was not engaged as there was no work and in no year the petitioner worked for 240 days. In his cross examination, M.W1 stated that on the basis of attendance register he deposed about the attendance of this workman. M.W2 is also working as Asst. Manager in the Respondent-Corporation since 9-10-1995. He deposed that he worked as Assistant Grade-I during the years 1978 and 1979 in the respondent-corporation, that he knows the petitioner and that the petitioner was engaged as a Gunny Clerk subject to availability of work and that the petitioner was engaged on casual basis on daily wages. M.W2 further deposed that the signatures of the petitioner-workman were taken on the wage sheets whenever the wages were paid and that the petitioner worked for 157 days in the year 1978 and 158 days in the year 1979. That Ex. M9 is statement showing the No. of days the petitioner worked in the Respondent-Corporation and that the said statement was prepared basing on the wage sheet available in the Respondent-Corporation. M.W2 also identified the signatures of the petitioner in the wage sheets. In his cross examination, M.W2 stated that Ex. M9 was prepared on consideration of the entries in the attendance register. It is clear from the above evidence of W.W1, M.W1 and M.W2 that the engagement of the petitioner was oral and his termination was also oral and he was engaged on daily wage basis and his wages were being paid depending upon the No. of days he worked. He worked intermittently as casual daily rated workman when there was work and he was disengaged when there was no work to be entrusted to him. The employment of this workman depended upon the availability of work in the respondent-corporation. The petitioner as W.W1 has categorically admitted in his cross-examination that he approached for work and he was engaged daily rate basis and that he was paid wages depending upon the No. of days he worked. Considering the circumstances that no written appointment order was given, that the workman was engaged intermittently, that he was not engaged continuously, that he was engaged on daily wages and his wages were paid depending upon the work and No. of days he worked and that no written termination order was

issued, it cannot be said that the workman in this reference was a regular employee of the respondent. On other hand all these circumstances go to show that he was only a casual labourer engaged to meet the exigencies of work on any day. His engagement depended upon the availability of work on any particular day. M.Ws. 1 & 2 have categorically stated on oath that this workman was disengaged as there was no work to be entrusted to him. He was not employed on regular basis against a permanent vacancy. It is clear from the evidence on record that the petitioner was engaged as and when there was work to be attended in the respondent corporation and he was disengaged when there was no work. Therefore the discharge of the petitioner is a discharge simpliciter. It cannot be said that it has been motivated by vindictiveness or due to unfair labour practice on the part of the respondent. The petitioner was disengaged for want of work. Therefore the termination/discharge of the petitioner does not amount to 'retrenchment' as defined under Section 2(oo) of the Act.

12. The learned counsel for the petitioner-workman submits that the definition of 'retrenchment' under Section 2(oo) of the Act is comprehensive one intended to cover any action of the management to put an end of employment of an employee for any reason what soever and that the termination of daily rated workman also amounts to 'retrenchment'. He also relied on the decision in *L. ROBERT D SOUZA Vs. EXECUTIVE ENGINEER SOUTHERN RAILWAY & ANOTHER* (1982-ILLJ Page 330), wherein it is held that the termination of daily rated workman without complying with the mandatory provisions under Section 25F amounts to 'retrenchment'. But this decision is not applicable to the facts of this case. In that case a Railway Gangman worked continuously as daily rated workman for more than 26 years and he was transferred to various places during that period of 26 years and when he abstained from duty unauthorisedly, the management held that his services were deemed to have been terminated under those circumstances, their Lordships of Supreme Court held that the termination of daily rated servant who worked for more than 26 years amounts to 'termination' and his services cannot be terminated at the whims and fancies of the employer in the instant case the petitioner was engaged intermittently as and when there was work on daily wage basis and he did not work continuously as seen from Ex. M9, statement showing the days the petitioner worked as a daily rated workman in the Respondent-Corporation. Therefore that decision is not applicable to the facts in this case and the non-engagement of the petitioner with effect from 12-12-1979 does not amount to 'retrenchment' as defined in Section 2(oo) of the Act. The observations of their Lordships of Supreme Court in *SATYANARAYANA SHARMA & OTHERS Vs. NATIONAL MINERAL DEVELOPMENT CORPORATION LTD. & OTHERS* (1990 ILLJ 596) are relevant in this context. In that case daily rated workmen wanted regularisation of their services in the National Mineral Development Corporation. Their Lordships of Supreme Court held in para 4 thus : "We do not find any ground to interfere with the High Court's decision in view of the clear findings supported by evidence, that there are no vacancies or work available in the establishment for absorption of the petitioners and that for quite some time they have been continued on rolls and paid in spite of there being no work for them. On these facts, the question of directing their absorption and regularisation does not arise. The principle of regularisation of a daily rated workman and payment to him of the pay equal to that of a regular workman arises only when the daily rated workman is doing the same work as the regular workman and there being a vacancy available for him, he is not absorbed against it or not even paid the equal pay for the period during which the same work is taken from him". In the instant case, it is in the evidence of M.Ws.1 & 2 that there is no vacancy or regular work for engaging this petitioner who is a daily rated workman. Therefore in the absence of work and clear vacancy this daily rated workman cannot be engaged or continued in service as regular employee.

13. Even if it is taken, for argument sake, that the termination of the workman in this case amounts to 'retrenchment' as defined under Section 2(oo) of the Act, the retrenchment is not invalid for not complying with the provisions of Section 25-F of the Act for the reason that the workman had

not worked for 240 days continuously within 12 months preceding the date of termination/discharge i.e. 12-12-1979. Section 25-F of the Act contains conditions precedent for retrenchment of a workman. It provides that no workman employed in any industry who has been in continuous service for not less than one year under the employment shall be retrenched by that employer until the workman has been given one month's notice etc. Under Section 25-B of the Act the period of one year of service is taken as 240 days of service in a period of 12 months preceding the date of termination. It is in the evidence of M.Ws. 1 and 2 that the workman herein did not work for 240 days and as such the management need not follow the mandatory procedure prescribed under Section 25-F of the Act. Ex. M9 is the statement showing the No. of days worked by the workman herein. This document has been prepared on the basis of the entries made in the attendance register maintained for the daily rated workmen for the relevant period. As seen from this document the petitioner workman worked for 157 days in 1978 and 158 days in 1979. Admittedly the workman was disengaged with effect from 12-12-1979. As seen from this document, during the period from 12-12-1978 to 11-12-1979 i.e. the period of 12 months preceding the date of termination, the petitioner-workman did not work for 240 days. Therefore the Respondent need not follow the mandatory provisions of Section 25-F of the Act before the termination/retrenchment of the workman herein. The learned counsel for the petitioner submits that the attendance register based on which Ex. M9 is said to have been prepared, is not marked. It is in the evidence of M.Ws. 1 and 2 that the relevant attendance registers have been filed into this Tribunal as per the directions of this Tribunal and they are readily available for scrutiny. There is no cross examinations of M.Ws. 1 and 2 with reference to the entries in the said attendance registers which are available in this Tribunal. Further the respondent-Management has also produced and marked the Wage Registers Exs. M1 to M8 and relevant signatures of the petitioner in those wage sheets are also marked. They have identified by M.W.2 who worked in that section during the relevant period of 1978 and 1979 and they have also been admitted by the workman. I do not find any reason to reject the entries in Ex. M9.

14. The learned counsel for the workman next contends that the provisions under Section 25G and 25H of the Act are attracted in cases where the workman worked for less than 240 days and as the management has not complied the provisions under these two sections, the retrenchment of the petitioner is invalid. He also relied upon the decision in *ORIENTAL BANK OF COMMERCE Vs. PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AND ANOTHER* (1994 II ILLJ Page 770) wherein it is held thus :

"whether a person has completed the service of statutory period or not, he is however entitled to the benefits mentioned in Section 25-G and 25H of the Act and as such if the retrenchment is to be made even if a person who has worked for less than the statutory period, it has to be on the basis of 'first come last go' and when the management re-employs certain persons, the offer of re-employment had to be given to these who have been retrenched if they are willing to work."

Section 25G of the Act provides procedure for retrenchment and it lays down that where any workman in an industrial establishment who is a citizen of India, is to be retrenched and he belongs to a particular category of workman in that establishment, in the absence of any agreement between the employer and employee in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category only, but, for the reasons to be recorded, the employer can retrench any other workman. Section 25-H makes provision for reemployment of retrenched workman and it provides that where any workman is retrenched and an employer proposes to take into employment any person in such a manner as may be prescribed give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment and such retrenched workmen who offer themselves for re-employment shall have preference over other persons. It is significant to note that these two sections shall apply in case of retrenchment only. It has been held by me that the termination/discharge/non-engagement of the workman in this case does not amount to retrenchment. Further even if it is taken for arguments

sake that the termination of this workman amounts to retrenchment, the provisions of Secs. 25G and 25H are not applicable for the facts in the present case. For application of Section 25-G of the Act, there must be evidence on record to show that the juniors of the retrenched employee were allowed to continue in employment and for application of the provisions under Section 25-H of the Act, there must be positive evidence on record to show that subsequent to his retrenchment, the management makes certain appointments to the same category, and that he was not considered for re-employment. In the decision of **ORIENTAL BANK OF COMMERCE Vs. PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AND ANOTHER** (1994 II LJS Page 740) relied upon by the counsel for the workman, the witnesses for the management themselves have categorically admitted that the juniors to the retrenched employee were allowed to continue in office and that retrenched employee was not given an opportunity for re-employment and that some others were appointed to the same post. But in the case on hand, there is no pleading in the claim statement filed on behalf of the workman that his juniors were allowed to continue in service while his services were terminated. It is simply pleaded in para 8 that the provisions of Section 25G were not followed. In para 9 of the claim statement, it is averred that the respondent had employed several workmen in the category of the petitioner in this reference subsequent to the retrenchment and that the provisions under Section 25H are inapplicable. But the details of the juniors who were allowed to continue in service and the details of the employees who are said to have been employed subsequent to the retrenchment of the workman, are not mentioned. It is only a bald averment. In his evidence as W.W1, the petitioner has stated on this aspect thus : "After termination of my services, the respondent brought in 30 workers from their Madras Port Operations and those workmen were employed in our place" In his cross-examination W.W1 stated thus : "Apart from me, some other persons were also engaged as gunny clerks on casual basis. It is true that along with me, other casual gunny clerks were also not provided with work from 12-12-1979. It is true that after our disengagement, nobody else was engaged as casual gunny clerk. It is true that the persons who came from Madras Port Operations were regular employees. The regular employees of Food Corporation of India are transferrable from one place to another." Thus the details of the juniors that were said to have been continued in service and the details of the employees that were said to have been employed subsequent to the retrenchment of the petitioner are not spoken to by the petitioner as W.W1. It is in the positive evidence of M.W2 that all the casual gunny clerks were disengaged along with the petitioner and that after disengagement of the petitioner no new employees were taken into service. He further stated that except the employees who came under transfer from their Madras Office, no other person was engaged on casual basis. Therefore it cannot be said that the respondent violated the statutory provisions under Section 25G & 25-H of the Act.

25. It is next contended on behalf of the workman that some employees from Food Corporation of India Port Operations, Madras office were brought to Visakhapatnam and that only to accommodate them, the workman under this reference and others were terminated. There is no pleading to that effect in the claim statement filed on behalf of the workman. Further it is in the evidence of M.W2 that regular employees working in F.C.I. are transferrable from one place to another and that some regular employees were transferred from Madras Office of Food Corporation of India to the Respondent at Visakhapatnam and that except those regular employees who have been transferred from Madras no other person was engaged on casual basis. Thus the regular employees who have been transferred from Madras Office, have been accommodated in the respondent's office at Visakhapatnam. It cannot be said that to accommodate those regular transferred employees, the workman and others were retrenched.

16. It is also contended, by the learned counsel for the petitioner that seniority list of workers is not maintained and published and therefore it cannot be said that the workman herein is junior most to be retrenched. As earlier stated

the termination of the workman herein does not amount to retrenchment. Further M.W1 deposed that the seniority list is maintained in respect of only permanent employees and that no list is being maintained with regard to the casual employees or daily rated employees. Further under the circumstances of this case, non-maintenance or publication of seniority list of daily rated employees is not material and relevant as the termination/discharge of the services of the workman in this case is not on account of surplusage but only for want of work.

17. Exs. W1 and W2 are the counter affidavit and reply filed before the Hon'ble High Court of A.P. in the earlier W.P. No. 5640/92. But the said documents would not, in any way, throw any light for the disposal of the issues involved in this reference.

18. In the light of my above discussion, I hold on point No. 1 that the action of the management of Food Corporation of India, Port Operations Visakhapatnam in terminating the workman Sri N. K. Ranga does not amount to retrenchment and it is justified. The point is thus decided against the petitioner-workman and in favour of the respondent-Management.

19. Point No. 2: This issue relates to the relief to be granted to the workman in this reference. In view of my finding on Point No. 1, the petitioner-workman is not entitled for any relief in this reference.

20. In the result, award is passed stating that the termination of the workman N. K. Ranga from service is just and legal and that the workman is not entitled for any relief. Reference is thus answered accordingly. The parties are directed to bear their costs.

Dictated to the Steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 10th day of January, 1996.

A. HANUMANTHU, Industrial Tribunal-I  
Appendix of Evidence.

Witnesses Examined

for the Petitioner :

W. W1 N. K. Ranga

Witnesses Examined  
for the Respondent:  
M.W1 T. N. Murthy  
M.W2 M. Thomas

Documents marked for the Petitioner :

Ex.W1 Xerox copy of the Counter affidavit of N. K. Ranga in W.P. No. 5640/92.

Ex.W2 Xerox copy of the reply affidavit filed by the Petitioner in WP No. 5640/92.

Documents marked for the Respondent

Ex.M1 Xerox copy of the Wage Sheet

Ex.M1A Xerox copy of the signature of the petitioner in Ex.M1.

Ex.M2 Xerox copy of the wage sheet from 1-1-79 to 10-1-79.

Ex.M2A Xerox copy of the signature of the petitioner in Ex.M2.

Ex.M3 Xerox copy of the Wage Sheet from 11-1-79 to 15-1-79.

Ex.M3A Xerox copy of the signature of the petitioner in Ex.M3.

Ex.M4 Xerox copy of the Wage Sheet from 15-1-79 to 31-1-79.

Ex.M4A Xerox copy of the signature of the petitioner in Ex.M4.

Ex.M5 Xerox copy of the Wage Sheet from 1-2-79 to 28-2-79.

Ex.M5A Xerox copy of signature of the petitioner in Ex.M5.

- Ex.M6 Xerox copy of the wage sheet for July, 1979.  
 Ex.M6A Xerox copy of signature of the petitioner in Ex.M6.  
 Ex.M7 Xerox copy of the wage sheet for September, 1979.  
 Ex.M7A Xerox copy of the signature of the petitioner in Ex.M7.  
 Ex.M8 Xerox copy of the wage sheet from 1-12-79 to 15-12-79.  
 Ex.M8A Xerox Copy of the signature of the petitioner in Ex.M8.  
 Ex.M9 Statement of the working days particulars of the workman.

नई दिल्ली, 11 अप्रैल, 1996

क्रा. भा. 1732.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एक सा आई के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिग्रहण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9/4/96 को प्राप्त हुआ था।

[स. एन-42012/22/87 डी-II (बी)]

राजा लाल, ईस्क अधिकारी

New Delhi, the 11th April, 1996

S.O. 1372.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on 9-4-1996.

[No. L-42012/22/87-D.II(B)]

RAJA LAL, Desk Officer

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL-I, AT HYDERABAD

Present :

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.  
 Dated : 10th January, 1996

INDUSTRIAL DISPUTE NO. 41 OF 1988

BETWEEN

Sri A. P. Das C/o Sri Neeladri Rao,  
 H. No. 22-89-3, Kanakamahalakshmi Street,  
 Visakhapatnam-530 001. Respondent

AND

The Joint Manager, (Port Operations),  
 Food Corporation of India,  
 RTC Complex Building,  
 Visakhapatnam-530 001. Respondent

Appearances :

Sri E. D. Nathan, President of the Council of A. P. Trade Unions and Vice President of the City Trade Unions Council, Hyderabad for the Petitioner.  
 Sri B. G. Ravinder Reddy, Advocate for the Respondent.

#### AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi, by its Order No. L-42012/22/87-D.II (B) dated 24-3-1988 under Section 10(1)(d) and (2-A) of the Industrial Disputes Act, 1947 (hereinafter called

the 'Act') for adjudication of the Industrial Dispute mentioned in its schedule which reads as follows :

"Whether the action of the management of Joint Manager (Port Operations), Food Corporation of India, Visakhapatnam in terminating Sri A. P. Das from service with effect from 11-12-1979 is legal/justified? if not, to what relief the workman concerned is entitled to?"

The said reference has been registered as I. D. No. 41/88 on the file of this Tribunal. After receiving the notices issued by this Tribunal, both parties have put in their appearance and they are being represented by their counsel.

2. On behalf of the petitioner workman a claim statement has been filed to the following effect :—

The petitioner Sri A. P. Das was employed as Gunny Clerk on daily wage rate of Rs. 27.84 Ps. on and from 4-6-78 under the respondent in connection with import and export business of the Food Corporation of India at Visakhapatnam. The Respondent has not issued any appointment order. However, the factum of employment of the petitioner is borne out from the attendance register and also from the wages register maintained by the Respondent. The respondent terminated the service of the petitioner with effect from 12-12-1979, without assigning any reasons and without any notice and also in violation of the mandatory provisions of Industrial Disputes Act. The petitioner alongwith other retrenched workers filed a suit in O.S. No. 2053/79 on the file of IV Addl. Munsiff Magistrate, Visakhapatnam and that suit was dismissed on 31-1-1985 on the ground that that court has no jurisdiction. Subsequently, the petitioner moved conciliation machinery of the Central Government and the Conciliation efforts ended in failure and thereby this reference has been made by the Government of India. The termination of the service of the petitioner is retrenchment within the meaning of Section 2(oo) of the Act since the said termination does not fall within any of the excepted categories. The petitioner has also put in 240 days continuous service during the period of 12 calendar months to be counted backward from the date of retrenchment namely 12-12-1979. Further the retrenchment of the petitioner is violative of the mandatory provisions contained in Section 25-F and Section 25-G and Rules 76 & 77 of the Industrial Disputes (Central) Rules. After retrenchment of the petitioner, the respondent has employed several workmen in the category of the petitioner and thus violated the provisions under Sec. 25-H r/w Rule 78. No offer has been made to the petitioner for re employment. The termination of the petitioner from service is ab initio void. Hence the petitioner is entitled for reinstatement into service with continuity of service, full back wages and other attendant benefits. Hence the Tribunal may pass an award to that effect.

3. On behalf of the respondent-Management, a counter has been filed to the following effect :—

The petitioner was engaged as casual gunny clerk on daily wages depending upon the exigencies of work. The petitioner never worked continuously under the respondent. The petitioner was engaged on casual basis for 109 days in the year 1978 and 119 days in the year 1979. The petitioner never worked for 240 days continuously. The question of issuing one month notice or payment of retrenchment compensation as contemplated under Section 25F of the Act does not arise. The respondent could not engage the petitioner as casual labour due to non-availability of work. The non-engagement of the petitioner does not amount to 'retrenchment' within the meaning of Section 2(oo) of the Act. The allegation that the petitioner had put in 240 days of service during the period of 12 months to be counted backward from the date of retrenchment i.e. 12-12-1979 is not correct. The petitioner had worked only for 119 days during the period of 12 months to be counted backward from the date of

retrenchment namely 12-12-1979. The respondent has not violated the provisions of Sections 25-F, 25-G and 25-H R/W Rules 76 and 77 as alleged by the petitioner. The allegation that after retrenchment of the petitioner, the respondent has employed several workmen in the category of the petitioner is not true and correct. No person was engaged as alleged by the petitioner. There is no termination of the service of the petitioner. The petitioner is not entitled to reinstatement into service with continuity, full back wages and other attendant benefits as claimed by the petitioner. Hence the petitioner is not entitled to any relief in this reference.

4. During the course of enquiry, no oral or documentary evidence was adduced by the petitioner. But on behalf of the respondent M.W. 1 was examined and no documents were marked. On a consideration of oral evidence and other material on record my learned predecessor passed an award on 23-1-1992 directing the respondent to reinstate the petitioner into service forthwith with back wages from the date of conciliation proceedings were initiated till the date of reinstatement and the respondent was further directed to pay the back wages within one month from the date of publication of the award, failing which the petitioner was entitled to realise the same with interest at 12 per cent per annum from the date of publication of the award till the date of realisation and that there will be no order as to costs. Aggrieved by that award, the respondent-Management filed W.P. No. 5647/92 on the file of High Court of A.P. and the Hon'ble High Court by its common judgement with other connected W.Ps. dt. 7-4-94 set aside the award on certain conditions and the matter has been remitted back to this Tribunal for fresh disposal in accordance with law after giving an opportunity to the workman to lead evidence or affidavit evidence in support of his claim in accordance with Rule 10(6) and thereafter the management be given an opportunity to produce its records to mark them as evidence. Thus I.D. No. 41/88 has been remitted for further fresh disposal as per the directions of the Hon'ble High Court of A.P. in W. P. No. 5647/92.

5. After remand, W.W.1 was examined and no documents are marked on behalf of the petitioner. On behalf of the respondent M.W. 2 was examined and Exs. M1 to M9, Ex. M2A, M3A, M4A, M5A, M6A, M7A, M8A & M9A are marked. The details of the documents Exs. M-1 to M-9 marked on behalf of the respondent are appended to this Award.

6. The points that arise for consideration are as follows :

- (i) Whether the action of the management of Food Corporation of India (Port Operations), Visakhapatnam in terminating Shri A. P. Das with effect from 12-12-1979 is justified ?
- (ii) To what relief the petitioner Sri A. P. Das is entitled to in this reference

7. POINT—1 : The admitted facts as revealed from the evidence on record are as follows :

The Respondent-Food Corporation of India (Port Operations), Visakhapatnam is a Government of India undertaking. The Regional Office of the respondent-Corporation is at Madras and its Head Office is at Delhi. The petitioner A. P. Das was engaged by the respondent on and from 4-6-1978 as Gunny Clerk in connection with import and export business of the respondent at Visakhapatnam on daily wages. He worked intermittently in that post till he was discharged on 12-12-1979 without assigning any reasons. He was not given any written appointment order in his engagement into service and he was also not served with any written order of termination/discharge from service. It is also admitted that he was not given any retrenchment notice or one month's pay in lieu of notice and he was also not paid retrenchment compensation when he was discharged from service on 12-12-1979. The petitioner-workman was attending to counting of bags

that were loaded and unloaded in the godowns of the respondent or vessels in the Port at Visakhapatnam. It is also admitted that the petitioner was being paid wages, depending upon the No. of days he worked, twice in a month and the workman also signed in the Wage Register when he received the wages. His engagement was also marked in the attendance Register by the Officer of the Respondent Corporation. It is also admitted that along with the petitioner some others who were also daily rated workmen, were also discharged from service. The petitioner and other discharged workers filed a suit O.S. No. 2053/79 on the file of IV Addl. Munsif Magistrate, Vasakhapatnam and that suit was dismissed on 31-1-1985 for want of jurisdiction. Thereafter the petitioner moved conciliation machinery of the Central Government and it resulted in this reference. Later on the Petitioner joined as Bench Clerk in the services of the Judicial Department on 14-10-91 and he continues to be in service in that Department.

8. The learned counsel for the petitioner-workman submits that the petitioner worked continuously from 4-6-1978, that the petitioner had put in 240 days continuously within a span of one year counted backward from the date of discharge i.e. 12-12-1979, that the petitioner has been retrenched from service without giving any notice or pay in lieu of notice or retrenchment compensation as required under Section 25F of the Act, that the respondent also violated the mandatory provisions contained in Sections 25-F, 25-G and 25-H of the Act and Rules 76 and 77 of Industrial Disputes/(Central) Rules and therefore the retrenchment of the petitioner is illegal and the petitioner is entitled for reinstatement with back wages and continuity of services. The learned counsel for the respondent, on the other hand, submits that this workman was not a regular employee of the respondent, that his services were utilised as casual daily rated workman as the exigencies of work demanded, that there are regular employees of the respondent to attend to the regular work and as and when there is heavy work, the services of this workman were taken temporarily on daily wages and as such he is not a permanent or temporary employee of the respondent-Corporation, that the petitioner was discharged as there was no work to be entrusted to him and as such the disengagement of the petitioner does not amount to 'retrenchment' and there is no violation of the provisions under Section 25F, 25G and 25H of the Act and the Rules 76 & 77 of Industrial Disputes (Central) Rules.

9. It is not disputed that the petitioner herein is workman as defined under Section 2(s) of the Act. It is also not disputed that he was engaged as daily rated workman by the respondent as and when the work was available. It is also admitted that he was not engaged with effect from 12-12-79. It is well settled that 'retrenchment' is termination of service and 'termination' of service may not be 'retrenchment'. In order to be 'retrenchment', 'termination of service' has to fall within the ambit of definition of 'retrenchment' in Section 2(oo) of the Act. Further Section 25F of the Act prescribes the requirements of notice and compensation as conditions precedent to the retrenchment of a workman. The termination of service of a workman as a measure of retrenchment without complying the requirements under Section 25F of the Act will be illegal. It is also well settled that the burden of proof for establishing that the termination of service of a workman is 'retrenchment' is on the person who have put forward that claim. In other words where the employee claimed that he has been retrenched, he must prove that he has been 'retrenched' from service and it is not for the employer to prove that the discharge or termination of the employee was otherwise than by way of retrenchment. It is also well settled that the discharge simpliciter does not amount to retrenchment. If the termination actuated by motive of vindictiveness or unfair labour practice it amounts to 'retrenchment'. Hence in the instant case it has to be seen whether the discharge/disengagement of the petitioner with effect from 12-12-1979 amounts to retrenchment as defined under Section 2(oo) of the Act.

10. The petitioner-workman got himself examined as W.W.1 and it is in his evidence that he was employed under the Respondent Corporation as Gunny Clerk on daily wage basis



on 4-6-1978 and his services were terminated on 12-12-1979, that the respondent did not give any notice or pay in lieu thereof when his services were terminated and that he was not paid even retrenchment compensation, that the respondent did not publish any seniority list of clerks before his services were terminated, that the respondent was marking his presence or absence in the attendance register, that he was paid salary every month through Cash Vouchers and also through Payment Register which was maintained by the Corporation, that he had put in 280 or 290 days service during the period from 1-12-1978 to 30-11-1979 and that the respondent did not give any reasons for his termination and that he has been working in the Judicial Department from 14-10-1991. In his cross-examination, W.W.1 stated that he did not disclose in his petition to the Labour Department that he has got permanent employment in the District Court, Visakhapatnam, that he did not state even in his claims statement about his permanent employment with effect from 14-10-1991 in the Judicial Department. He also stated that he was paid only for the days he was engaged, that he was engaged in the respondent Corporation without any kind of written test or interview or selection and also not through the Employment Exchange or any paper publication and that on coming to know that the work was available in the Port of the respondent he approached the respondent for employment and he was not given any appointment order. He denied the suggestion that he did not work for 240 days in the respondent port. He also denied the suggestion that he worked for 109 days in 1978 and 119 days in 1979. The Asstt. Manager of the respondent Corporation, Visakhapatnam examined as M.W.1 deposed that the workman herein was a casual employee on daily wage basis, that he was being engaged whenever there was work and that the petitioner worked for a total period of 109 days in 1978 and for 119 days in 1979 and that from 1980 onwards, as there was no work, the petitioner was not engaged. M.W.1 further stated that in no year the workman herein worked for 240 days. In his cross-examination M.W.1 stated that on the basis of Attendance Register, he deposed about the attendance of this workman. M.W.2 working as Asstt. Manager in the respondent Corporation since 9-10-1995 deposed that during the years 1978 and 1979 he worked as Asstt. Grade I in the respondent Corporation and he was supervising the work of the petitioner who was engaged as Gunny Clerk subject to availability of work and that the petitioner was engaged from 4-6-1978 depending upon the availability of work that the petitioner worked for 109 days during the year 1978 and worked for 119 days during the year 1979. Ex. M-1 is the statement showing No. of days the petitioner worked in the respondent Corporation and the said statement was prepared basing on the wage sheets of the respondent Corporation. M.W.2 further stated that the petitioner did not work for 240 days in the preceding 12 months from the date he was disengaged i.e. 12-12-1978 to 12-12-79. He also produced the wage sheets Exs. M-2 to M-9 containing the signatures of the workman herein. He also identified the signatures of the petitioner-workman in these wage sheets and the said signatures are marked as Ex. M2A, M2B, M3A, M4A, M5A, M6A, M7A, M8A and M9A. M.W.2 further stated that the petitioner was disengaged from service because there was no work and that after disengagement of the petitioner, no new persons were engaged as casual Gunny Clerks and alongwith the petitioner, the remaining gunny clerks were disengaged for want of work. In his cross-examination M.W.2 stated that the petitioner was not signing the attendance register, but the person who is in charge of the work spot used to mark the presence or absence of the petitioner in the attendance register. He further stated that Exs. M2 to M9 were sent to the Accounts Section for preparation of the wage sheets to pay the wages. He also denied the suggestion that the services of the petitioner and others were terminated to accommodate the persons transferred from Madras Port.

11. The respondent has not disputed the engagement of the petitioner from 4-6-1978 but he was engaged intermittently as and when there was work and that the petitioner was disengaged on 12-12-1979. It is clear from the evidence of W.W.1, M.W.1 and M.W.2 that the engagement of the petitioner was oral and his termination was also oral and he was engaged on daily wage basis and his wages were being paid depending upon the No. of days he worked. He worked intermittently as casual daily rated workman when there was work and he was disengaged when there was no work for being entrusted to him. The employment of this workman

depended upon the availability of work in the respondent Corporation. The petitioner as W.W.1 has categorically admitted in his cross-examination that he was paid for the days he was engaged by the respondent Corporation without any kind of written test or interview or selection or through the Employment Exchange or through any paper publication. He further admitted that on coming to know that the work was available in the Port of the respondent, he approached the respondent for employment. Considering the circumstances that no written appointment order was given, that the workman was engaged intermittently, that he was not engaged continuously that he was engaged on daily wage and his wages were paid depending upon the work and No. of days he worked and that no written termination order was issued, it cannot be said that the workman in this reference was a regular employee of the respondent. On the other hand all these circumstances go to show that he was only a casual labourer engaged to meet the exigencies of work on any day. His engagement depended upon the availability of work on any particular day. M.Ws. 1 & 2 have categorically stated on oath that this workman was disengaged as there was no work to be entrusted to him. He was not employed on regular basis against a permanent vacancy. It is clear from the evidence on record that the petitioner was engaged as and when there was work to be attended in the respondent Corporation and he was disengaged when there was no work. Therefore the discharge of the petitioner is a discharge simpliciter. It cannot be said that it has been motivated by vindictiveness or due to unfair labour practice on the part of the respondent. The petitioner was disengaged for want of work. Therefore the termination/discharge of the petitioner does not amount to 'retrenchment' as defined under Sec. 2(o) of the Act.

12. The learned counsel for the petitioner-workman submits that the definition of 'retrenchment' under Section 2(o) of the Act is comprehensive one intended to cover any action of the management to put an end to employment of an employee for any reason whatsoever and that the termination of daily rated workman also amounts to 'retrenchment'. He also relied on the decision in *L. ROBERT D'SOUZA Vs. EXECUTIVE ENGINEER, SOUTHERN RAILWAY AND ANOTHER* (1982-1 LLJ) Page 330, wherein it is held that the 'termination' of daily rated workman without complying with the mandatory provisions under Section 25-F amounts to 'retrenchment'. But this decision is not applicable to the facts of this case. In that case a railway gangman worked continuously as daily rated workman for more than 26 years and he was transferred to various places during that period of 26 years and when he abstained from duty unauthorisedly the management held that his services were deemed to have been terminated and under those circumstances, their Lordships of Supreme Court held that the termination of daily rated servant who worked for more than 26 years amounts to 'termination and his services cannot be terminated at the whim and fancies of the employer'. In the instant case the petitioner was engaged intermittently as and when there was work, on daily wage basis and he did not work continuously as seen from Ex. M1, statement showing the days the petitioner worked as daily rated workman in the respondent Corporation. Therefore that decision is not applicable to the facts in this case. The non-engagement of the petitioner with effect from 12-12-1979 does not amount to 'retrenchment' as defined in Section 2(o) of the Act. The observations of their Lordships of Supreme Court in *SATYANARAYANA SHARMA & OTHERS Vs. NATIONAL MINERAL DEVELOPMENT CORPORATION LTD., & others* (1990-II LLJ 596) are relevant in this context. In that case daily rated workmen wanted regularisation of their services in the National Mineral Development Corporation. Their Lordships of Supreme Court held in para 4 thus "We do not find any ground to interfere with the High Court's decision in view of the clear findings supported by evidence, that there are no vacancies or work available in the establishment for absorption of the petitioners and that for quite some time they have been continued on rolls and paid in spite of there being no work for them. On these facts, the question of directing their absorption and regularisation does not arise. The principle of regularisation of a daily-rated workman and payment to him of the pay equal to that of a regular workman arises only when the daily rated workman is doing the same work as the regular workman and there being a vacancy available for him, he is not absorbed against it or not even paid the equal pay for the period during which the same work is taken from him." In

the instant case also it is in the evidence of M.Ws. 1 & 2 that there is no clear vacancy or regular work for engaging this petitioner who is a daily rated workman. Therefore in the absence of work and clear vacancy this daily-rated workman cannot be engaged or continued in service as regular employee.

13. Even if it is taken, for argument sake, that the termination of the workman in this case amounts to 'retrenchment' as defined under Section 2(oo) of the Act, the retrenchment is not invalid for not complying with the provisions of Section 25-F of the Act for the reason that the workman had not worked for 240 days continuously within 12 months preceding the date of termination/discharge i.e. 12-12-1979. Section 25F of the Act contains conditions precedent for retrenchment of a workman. It provides that no workman employed in any industry who has been in continuous service for not less than one year under the employment shall be retrenched by that employer until the workman has been given one month's notice etc. Under section 25-B of the Act the period of one year of service is taken as 240 days of service in a period of 12 months preceding the date of termination. It is in the evidences of MWs-1 and 2 that the workman herein did not work for 240 days and as such the Management need not follow the mandatory procedure prescribed under Section 25-F of the Act. Ex. M1 is the statement showing number of days worked by the workman herein. This document has been prepared on the basis of the entries made in the attendance register maintained for the daily-rated workman for the relevant period. As seen from this document the petitioner workman worked for a total period of 109 days in the year 1978 and 110 days in the year 1979. Admittedly the workman was disengaged with effect from 12-12-1979. As seen from this document during the period from 12-12-1978 to 11-12-1979 i.e. the period of 12 months preceding the date of termination, the petitioner-workman did not work for 240 days. Therefore the respondent need not follow the mandatory provisions of Section 25-F of the Act, before the termination/retrenchment of the workman herein. The learned counsel for the petitioner submits that the attendance register based on which Ex. M1 is said to have been prepared, is not marked. It is in the evidence of M.Ws. 1 and 2 that the relevant attendance registers have been filed into this Tribunal as per the directions of this Tribunal and they are readily available for scrutiny. There is no cross-examination of M.Ws. 1 & 2 with reference to the respondent further submits that the workman as WW-1 has not disputed the entries in Ex. M1 and on the other hand he has categorically admitted that he worked for the days as mentioned in Ex. M1. Further it is in the evidence of M.W.2 that the entries in the wage sheets Exs. M2 to M9 proved the No. of days the petitioner worked as casual daily rated workman. He also identified the signatures of the petitioner on the wage sheets Exs. M2 to M9. The wage sheets Exs. M2 to M9 were prepared by the respondent-Management through the regular course of its administration. The entries in Ex. M1 were prepared on the basis of the attendance register and the entries in Ex. M-1 have been admitted to be correct by the petitioner-workman himself. Therefore the termination/discharge of the petitioner with effect from 12-12-1979 is not void.

14. The learned counsel for the workman next contends that the provisions under Section 25G & 25H of the Act are attracted even in cases where the workman worked for less than 240 days and as the management has not complied with the provisions under these two sections, the retrenchment of the petitioner is invalid. He also relied on the decision in *ORIENTAL BANK OF COMMERCE VS. PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL & ANOTHER* (1994 II L.J. Page 770) wherein it is held that whether a person has completed the service of statutory period or not, he is however entitled to the benefits mentioned in Section 25-G and 25-H of the Act and as such if the retrenchment is to be made even of a person who has worked for less than the statutory period it has to be on the basis of 'first come last go' and when the management re-employs certain persons, the offer of re-employment had to be given to those who have been retrenched if they are willing to work. Section 25-G of the

Act provides procedure for retrenchment and it lays down that where any workman in an industrial establishment who is a citizen of India is to be retrenched and he belongs to a particular category of workman in that establishment, in the absence of any agreement between the employer and employee in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category only, but for the reasons to be recorded, the employer can retrench any other workman. Section 25-H makes provision for re-employment of retrenched workman and it provides that where any workman is retrenched and an employer proposes to take into employment any person in such a manner as may be prescribed, give an opportunity to the retrenched workman who are citizens of India to offer themselves for re-employment shall have preference over other persons. It is significant to note that these two sections shall apply in case of retrenchment only. It has been held by me that the termination/discharge/non-engagement of the workman in this case does not amount to retrenchment. Further even if it is taken for argument sake that the termination of this workman amounts to retrenchment, the provisions of Section 25-G and 25-H are not applicable for the facts in the present case. For application of Section 25-G of the Act, there must be evidence on record to show that the juniors of the retrenched employee were allowed to continue in employment and for application of the provisions under Section 25H of the Act, there must be positive evidence on record to show that subsequent to his retrenchment, the management makes certain appointments to the same category and that he was not considered for re-employment. In the decision of *Oriental Bank of Commerce Vs. Presiding Officer, Central Govt. Industrial Tribunal & Another* (1994 II L.J. Page 770) relied upon by the counsel for the workmen, the witnesses for the management themselves, have categorically admitted that the juniors to the retrenched employee were allowed to continue in office and that retrenched employee was not given an opportunity for re-employment and that some others were appointed to the same post. But in the case on hand, there is no pleading in the claim statement filed on behalf of the workman that his juniors were allowed to continue in service while his services were terminated. It is simply pleaded in para 8 that the provisions of Section 25G were not followed. In para 9 of the claim statement, it is averred that the respondent had employed several workmen in the category of the petitioner in this reference subsequent to the retrenchment and that the provisions under Section 25H are mandatory. But the details of the juniors who were allowed to continue in service and the details of the employees who are said to have been employed subsequent to the retrenchment of the workman are not mentioned. It is only a bald averment. In his evidence as W.W.1 the workman stated thus : "during my tenure of service in Corporation, no other clerks were employed. About 30 people were employed as Clerks in the respondent Corporation who were brought from Madras Port Operation of the Food Corporation. These 30 workers are still in service at Vizag." Thus the workman himself has categorically stated that they were not employed as Clerks subsequent to his appointment and during his tenure from 4-6-78 to 12-12-1979. It is agreed by him that there are no juniors working in the respondent Corporation. He also has not given the details of the employees that were said to have been employed subsequent to his retrenchment. It is in the positive evidence of M.W.2 that all the casual gunny clerks were disengaged alongwith the petitioner and that after disengagement alongwith the petitioner no new employees were taken into service. He further stated that except employees who came under transfer from their Madras Office, no other persons were engaged on casual basis. Therefore it cannot be said that the respondent violated the statutory provisions under Section 25-G & 25-H of the Act.

15. It is contended on behalf of the workman that some employees from Food Corporation of India Port Operations, Madras Office were brought to Visakhapatnam and only to accommodate them the workman under this reference and others were terminated. There is no pleading to that effect in the claim statement filed on behalf of the workman. Further it is in the evidence of M.W.2 that regular employees working in F.C.I. are transferable from one place to another and that the same regular employees were transferred from Madras Office of Food Corporation of India to the Respondent at Visakhapatnam and that except those regular emp-



loyees who have been transferred from Madras, no other person was engaged on casual basis. Thus the regular employee who have been transferred from Madras Office have been accommodated in the respondent's office at Visakhapatnam. It cannot be said that to accommodate those regular transferred employees this workman and others were retrenched.

16. It is also contended by the learned counsel for the petitioner that seniority list of workers is not maintained and published and therefore it cannot be said that the workman herein is junior most to be retrenched. As earlier stated the termination of the workman herein does not amount to retrenchment. Further M.W.1 deposed that the seniority list is maintained in respect of only permanent employees and that no list is being maintained with regard to the casual employees or daily-rated employees. Further under the circumstances of this case non-maintenance or non-publication of seniority list of daily-rated employees is not material and relevant as the termination/discharge of the services of the workman in this case is not on account of surplus usage but only for want of work.

17. In the light of my above discussion, I hold on point No. 1 that the action of the management of Food Corporation of India, Port Operations Visakhapatnam in terminating the workman Sri A. P. Das does not amount to 'retrenchment' and it is justified. The point is thus decided against the petitioner-workman and in favour of the respondent-Management.

18. Point No. 2. This issue relates to the relief to be granted to the workman in this reference. In view of my finding on Point No. 1, the petitioner-workman is not entitled for any relief in this reference.

19. In the result, Award is passed stating that the termination of the workman Sri A. P. Das from service is just and legal and that the workman is not entitled for any relief. Award is thus answered accordingly. The parties are directed to bear their costs.

Dictated to the Steno typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal this the 10th day of Jan., 1996.

A. HANUMANTHU, Industrial Tribunal-I.

Appendix of evidence

Witness examined for  
Petitioner

Witness examined for  
Respondent

M.W.1.—I. N. Murthy.  
M.W. 2.—M. Thomas.

W.W.1.—A. Purushotham Das.

Documents marked for the petitioner

NIL

Documents marked for the respondent

Ex. M1.—Statement showing the working days particulars of the workman.

Ex. M2.—Wage Sheet for the month of Jan. 1979.

Ex. M2A.—Signature of the petitioner in Ex. M-2.

Ex. M3.—Wage Sheet for the month of Feb. 1979.

Ex. M3A.—Signature of the petitioner in Ex. M3.

Ex. M4.—Wage Sheet for the month of July, 1979.

Ex. M4A.—Signature of the petitioner in Ex. M4.

Ex. M5.—Wage Sheet for the month of Sept. 1979.

Ex. M6.—Signature of the petitioner in Ex. M-5.

1003 GI/96—10.

Ex. M6.—Wage sheet for the period from 16-9-79 to 30-9-79.

Ex. M6A.—Signature of the petitioner in Ex. M6.

Ex. M7.—Wage sheet for the month of October, 1979.

Ex. M7A.—Signature of the petitioner in Ex. M7.

Ex. M8.—Wage sheet for the month of Nov. 1979.

Ex. M8A.—Signature of the petitioner in Ex. M8.

Ex. M9.—Wage sheet for the month of Dec. 1979.

Ex. M9A.—Signature of the petitioner in Ex. M9.

नई दिल्ली, 11 अप्रैल, 1996

का. आ. 1373.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण केन्द्रीय सरकार एफ. सी.आई. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 9/4/96 को प्राप्त हुआ था।

[सं. एल.-42012/21/87-डी-II (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 11th April, 1996

S.O. 1373.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on the 9-4-96.

(No. L-432012/21/87D-II(B))

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT  
HYDERABAD

PRESENT :—

Sri A. Hanumanthu, M.A., LL.B., Industrial  
Tribunal-I.

Dated : 10th January, 1996

Industrial Dispute No. 40 of 1988

BETWEEN :

Sri G. Narasimham C/o Sri Neeladri Rao,  
H. No. 22-89-3, Kanakamahalakshmi Street,  
Visakhapatnam-530 001 (A.P.) .. Petitioner.

AND

The Joint Manager (Port Operations),  
Food Corporation of India, RTC Complex  
Building, Visakhapatnam-530 020 (A.P.)  
.. Respondent.

APPEARANCES :—

Sri E. D. Nathan, President of the Council of A.P.  
Trade Unions and Vice President of the City  
Grade Unions Council, Tyderabad for the  
Petitioner.

Sri B. G. Ravinder Reddy, Advocate for the Respondent.

### AWARD

This is a reference made by the Government of India, Ministry of Labour, New Delhi, by its Order No. L-42012/21/87-D.II(B), dt. 24-3-1988 under Section 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 (hereinafter called the 'Act') for adjudication of the Industrial Dispute mentioned in its schedule which reads as follows :

"Whether the action of the management of Joint Manager (Port Operations), Food Corporation of India, Visakhapatnam in terminating Shri G. Narashimham from service with effect from 11-12-1979 is legal/justified ?

If not, to what relief the workman concerned is entitled ?"

The said reference has been registered as I. D. No. 40/88 on the file of this Tribunal. After receiving the notice issued by this Tribunal, both parties have put in their appearance and they are being represented by their counsel.

2. On behalf of the petitioner workman, a claim statement has been filed to the following effect :

The petitioner Sri G. Narasimham was employed as Gunny Clerk on daily wage rate of Rs. 27.84 Ps. on and from 21-6-78 under the respondent in connection with import and export business of the Food Corporation of India at Vihakhapatnam. The respondent has not issued any appointment order. However the factum of employment of the petitioner is borne out from the attendance register and also from the wages register maintained by the respondent. The respondent terminated the service of the petitioner with effect from 12-12-79, without assigning any reasons and without any notice and also in violation of the mandatory provisions of Industrial Disputes Act. The petitioner along with other retrenched workers filed a suit in O.S.No. 2054/79 on the file IV Addl. Munsiff Magistrate, Visakhapatnam and that suit was dismissed on 31-1-1985 on the ground that that court has no jurisdiction. Subsequently, the petition moved conciliation machinery of the Central Government and the conciliation effort ended in failure and thereby this reference has been made by the Government of India. The termination of the service of the petitioner is retrenchment within the meaning of Section 2(00) of the Act since the said termination does not fall within any of the excepted categories. The petitioner has also put in 240 days continuous service during the period of 12 calendar months to be counted backward from the date of retrenchment namely

12-12-1979. Further the retrenchment of the petitioner is violative of the mandatory provisions contained in Section 25-F and Section 25-G and Rules 76 & 77 of the Industrial Disputes (Central) Rules. After retrenchment of the petitioner, the Respondent has employed several workmen in the category of the petitioner and thus violated the provisions under Sec. 25-H r/w Rule 78. No offer has been made to the petitioner for re-employment. The termination of the petitioner from service is ab-initio void. Hence the petitioner is entitled for reinstatement into service with continuity of service, full back wages and other attendant benefits. Hence the Tribunal may pass an Award to that effect.

3. On behalf of the respondent-Management, a counter has been filed to the following effect :

The petitioner was engaged as casual gunny clerk on daily wages depending upon the exigencies of the work. The petitioner was engaged on casual basis for 74 days in the year 1978 and 92 days in the year 1979. The petitioner never worked for 240 days continuously. The question of issuing one month notice or payment of retrenchment compensation as contemplated under Section 25-F of the Act does not arise. The Respondent could not engage the petitioner as casual labour due to non-availability of work. The nonengagement of the service of the petitioner does not amount to 'retrenchment' within the meaning of Section 2(00) of the Act. The allegation that the petitioner had put in 240 days of service during the period of 12 months to be counted backwards from the date of retrenchment i.e. 12-12-1979 is not correct. The petitioner had worked only for 92 days during the period of 12 months to be counted back-ward from the date of retrenchment namely 12-12-1979. The Respondent has not violated the provisions of Sections 25-F, 25-G and 25H R/W Rules 76 & 77 as alleged by the petitioner. The allegation that after retrenchment of the petitioner, the Respondent has employed several workmen in the category of the petitioner is not true and correct. No person was engaged as alleged by the petitioner. There is no termination of the service of the petitioner. The petitioner is not entitled for reinstatement into service with continuity of service full back wages and other attendant benefits as claimed in by the petitioner. Hence the petitioner is not entitled to any relief in this reference.

4. During the course of enquiry, No oral or documentary evidence was adduced by the petitioner and on behalf of the Respondent, M. W1 was examined and no documents were marked. On a consideration of oral evidence and material on record my learned predecessor passed an award on 23-1-1992 directing the respondent to

reinstate the petitioner into service forthwith with back wages from the date of conciliation proceedings were initiated till the date of reinstatement and the respondent was further directed to pay the back wages within one month from the date of publication of the award, failing which the petitioner was entitled to realise the same with interest at 12% per annum from the date of publication of the award till the date of realisation and that there will be no order as to costs. Aggrieved by that award, the respondent-Management filed W.P. No. 5644/92 on the file of High Court of A.P. and the Hon'ble High Court by its common judgement with other connected W. conditions and the matter has been remitted back Ps. dt. 7-4-94 set aside the award on certain to this Tribunal for fresh disposal in accordance with law after giving an opportunity to the workman to lead evidence or affidavit evidence in support of his claim in accordance with Rule 10(6) and thereafter the management be given an opportunity to produce its records to mark them as evidence. Thus I.D. No. 40/88 has been remanded for fresh disposal as per the directions of the Hon'ble High Court of A.P. in W.P.No. 5644/92

5. After remand W. W1 was examined and Exs. W1 & W2 are marked on behalf of the petitioner and on behalf of the respondent M. W2 examined and Exs. M1 to M12 are marked. The details of the documents Exs. W1 & W2 and Exs. M1 to M12 marked on behalf of the petitioner and the respondent are appended to this award.

6. The points that arise for consideration are as follows :

- (i) Whether the action of the management of Food Corporation of India (Port Operations), Vishakhapatnam in terminating Shri G. Narasimham from service with effect from 11-12-1979 justified ?
- (ii) To what relief the petitioner G. Narasimham is entitled in this reference?

7. POINT 1:—The admitted facts as revealed from the evidence on record are as follows :—

The Respondent-Food Corporation of India (Port Operations), Vishakhapatnam is a Government of India Undertaking. The Regional Office of the Respondent-Corporation is at Madras and its Head Office is at Delhi. The petitioner Sri G. Narasimham was engaged by the Respondent on and from 21-6-78 as Gunny Clerk in connection with import and export business of the Respondent at Vishakhapatnam on daily wages. He worked intermittently in that post till he was discharged on 12-12-1979 without assigning any

reasons. He was not given any written appointment order on his engagement into service and he was also not served with any written order of termination/discharge from service. It is also admitted that he was not given any retrenchment notice or one month's pay in lieu of notice and he was also not paid retrenchment compensation when he was discharged from service on 12-12-1979. The petitioner-Workman was attending to counting of bags that were loaded and unloaded in the godowns of the respondent or vessels in the Port at Visakhapatnam. It is also admitted that the petitioner was being paid wages, depending upon the No. of days he worked, twice in a month and the workman also signed in the wage Register when he received the wages. His engagement was also marked in the Attendance Register by the officers of the Respondent-Corporation; It is also admitted that along with the petitioner some others who were also daily rated workman, were also discharged from service. The petitioner and other discharged workers filed a suit O.S. No. 2053/79 on the file of IV Addl. Munisif Magistrate, Visakhapatnam and that suit was dismissed on 31-1-1985 for want of jurisdiction. Thereafter the petitioner moved conciliation machinery of the Central Government and it resulted in this reference.

8. The learned counsel for the petitioner-workman submits that the petitioner worked continuously from 21-6-78, that the petitioner had put in 240 days continuously within a span of one year counted backward from the date of discharge i.e. 12-12-1979, that the petitioner has been retrenched from service without giving any notice or pay in lieu of notice or retrenchment compensation as required under Section 25F of the Act, that the Respondent also violated the mandatory provisions contained in Section 25F, 25G and 25H of the Act and Rules 76 & 77 of Industrial Disputes (Central) Rules and therefore the retrenchment of the petitioner is illegal and the petitioner is entitled for reinstatement with back-wages and continuity of service. The learned counsel for the respondent, on the other hand, submits that this workman was not a regular employee of the respondent, that his services were utilised as casual daily rated workman as the exigencies of work demanded, that there are regular employees of the respondent to attend to the regular work and as when there is heavy work, the services of this workman were taken temporarily on daily wages and as such he is not a permanent or temporary employee of the Respondent-Corporation, that the Petitioner was disengaged as there was no work to be entrusted to him and as such the disengagement of the petitioner does not amount to 'retrenchment' and there is no violation of the provisions under Section 25F, 25G and 25H of the Act and the Rules 76 & 77 of Industrial Disputes (Central) Rules.

9. It is not disputed that the petitioner herein is a workman as defined under Section 2(s) of the Act. It is also not disputed that he was engaged as daily rated workman by the respondent as and when the work was available. It is also admitted that he was not engaged with effect from 12-12-1979. It is well settled that 'retrenchment' is termination of services and 'termination of service' may not be 'retrenchment'. In order to be 'retrenchment', "termination of service" has to fall within the ambit of definition of 'retrenchment' under Section 2(OO) of the Act. Further the Section 25F of the Act prescribes the requirement of notice and compensation as conditions precedent to the retrenchment of a workman. The termination of service of a workman as a measure of retrenchment without complying the requirements under Section 25F of the Act will be illegal. It is also well settled that the burden of proof for establishing that the termination of service of a workman is 'retrenchment' is on the person who have put forward that claim. In other words where the employee claimed that he has been retrenched, he must have to prove that he has been 'retrenched' from service and it is not for the employer to prove that the discharge or termination of the employee was otherwise than by way of retrenchment. It is also well settled that the discharge simpliciter does not amount to retrenchment. If the termination is actuated by motive of vindictiveness or unfair labour practice it amounts to 'retrenchment'. Hence in the instant case it has to be seen whether the discharge/dis-engagement of the petitioner with effect from 12-12-1979 amounts to retrenchment as defined under Section 2(OO) of the Act.

10. The petitioner-workman got himself examined as W. W1 and he deposed that he was employed in the respondent-Corporation as Gunny Clerk on 21-6-1978 under daily wage basis, that he was not given any written appointment order, that the respondent Corporation terminated his services with effect from 12-12-1979 without assigning any reasons and without giving one month's notice or pay in lieu thereof and without any payment of compensation. He further deposed that whenever he was paid the salary, his signature was obtained in vouchers at times and also in the salary register while paying the salary to him. W. W1 further deposed that during the period from 1-12-1978 to 31-11-1979 he worked for about 270 to 280 days and that during the period from 21-6-1978 to 12-12-1979 the Corporation had employed several persons in the category of clerks and he cannot give their names or the total No. persons so employed. He further stated that the respondent Corporation did not publish any seniority list for the category of clerks before his retrenchment and that the Respondent-Corporation did not give notice of retrenchment to the secretary, Ministry of Labour, Government of India, New

Delhi and that on 12-12-1979 after effecting termination of their service the respondent Corporation brought about 22 to 30 workers from the Madras Port Operations and they were employed in their places at Vizag. In his cross-examination W. W1 stated that he was not recruited as a regular employee and his signature was obtained in the wage sheets at the time of making payment. He denied the suggestion that he worked as Casual Gunny Clerk depend n.g upon the availability of the work. He also denied the suggestion that he worked for a total No. of 74 days in the year 1978 and for 92 days in the year 1979. W. W1 further stated that except the employees from Madras Port, no new persons were engaged as casual gunny clerks after discontinuing their services and that the persons who were transferred from Madras are the employees of Food Corporation of India at Madras. W. W1 also admitted that his signatures are there in the wage sheets Exs. M1 to M11 for the period from January, 1979 to December, 1979. He also identified his signatures in the Wage sheets. The Assistant Manager of the Respondent Corporation examined as M. W1 deposed that the workman herein was a casual employee on daily wage basis, that he was engaged whenever there was work, that he worked for a total period of 74 days in 1978 and for 92 days in 1979 and that from 1980 onwards as the petitioner was not engaged as there was no work. He further stated that in no year the workman worked for 240 days. In his cross examination M. W1 stated that on the basis of attendance register he deposed about the attendance of this workman. M. W2 deposed that he is working as Asstt. Manager in the Respondent Corporation since 9-10-1995 and that during the year 1978 and 1979 he worked as Asst. Grade I, that he knows the petitioner herein, that the petitioner was engaged as Gunny Clerk subject to availability of work, that the Petitioner was not taken as a regular employee in the Corporation, but he was engaged on daily wages and depending upon the No. of days he worked he was paid. M. W2 further deposed that the petitioner-workman worked for 74 days during the year 1978 and for 92 days during the year 1979 and Ex. M12 is a statement showing the No. of days the petitioner worked in respondent Corporation and that the statement was prepared basing on he wage sheets available in the respondent-Corporation. He further stated that the petitioner worked under his control and he used to supervise his work and that the Accounts Section used to prepare the wage sheets and take the signatures of the workman. He identified the signatures of W. W1 in Exs. M1 to M11 wage sheets. M. W2 further stated that along with the petitioner, the remaining gunny clerks were also disengaged for want of work and that petitioner did not work for 240 days in the preceding 12 months i.e. from 13-12-78 to 12-12-1979. In his

cross examination, M. W2 stated that Ex. M12 was prepared on a consideration of the entries in the Attendance Register and that Ex. M12 gives the No. of days the petitioner worked in 1978 and 1979 and that the petitioner was engaged from 21-6-1978 intermittantly during the period from 21-6-1978 to 12-12-1979. He further stated on 12-12-1979 after the services of the petitioner were terminated some workmen from Madras. Port were transferred to the respondent Corporation at Vizag. He denied the suggestion that the services of the petitioner and others were terminated to accommodate the persons transferred from Madras Port.

11. It is clear from the above evidence of W. W1, M. W1 and M. W2 and M. W2 that the engagement of the petitioner was oral and his termination was also oral, and he was engaged on daily wage basis and his wages were being paid depending upon the No. of days he worked. He worked intermittantly as casual daily rated workmen when there was work and he was disengaged when there was no work for being entrusted to him. The petitioner as W.W.1 has categorically admitted that he signed in the wage sheet Ex. M1 to M11. As seen from these documents, the petitioner worked intermittantly and he never worked continuously. Considering the circumstances that no written appointment order was given, that the workman was engaged intermittantly, that he was not engaged continuously that he was engaged on daily wages and his wages were paid depending upon the work and No. of days he worked and that no written termination order was issued, it cannot be said that the workman in this reference was a regular employee of the respondent. On the other hand all these circumstances go to show that he was only a casual labourer engaged to meet the exigencies of work on any day. His engagement dependent upon the availability of work on any particular day. M.W1 1 & 2 have categorically stated on oath that this workman was disengaged as there was no work to be entrusted to him. He was not employed on regular basis against a permanent vacancy. It is clear from the evidence on record that the petitioner was engaged as and when there was work to be attended in the respondent corporation and he was disengaged when there was no work. Therefore the discharge of the petitioner is a discharge simplicitor. It cannot be said that it has been motivated by vindictiveness or due to unfair labour practice on the part of the respondent. The petitioner was disengaged for want of work. Therefore the termination discharge of the petitioner does not amount to 'retrenchment' as defined under Section 2(00) of the Act.

12. The learned counsel for the petitioner-workman submits that the definition of 'retrenchment' under Section 2(00) of the Act is comprehensive one intended to cover any action of the management to put an end to employment of an

employee for any reason whatsoever and that the termination of daily rated workman also amounts to retrenchment'. He also relied on the decision in L. ROBERT D'SOUZA Vs. EXECUTIVE ENGINEER, SOUTHERN RAILWAY & ANOTHER (1982-ILLJ Page 330), wherein it is held that the 'termination' of daily rated workman without complying with the mandatory provisions under Section 25F amounts to 'retrenchment'. But this decision is not applicable to the facts of this case. In that case a Railway Gangman worked continuously as daily rated workman for more than 26 years and he was transferred to various places during that period of 26 years and when he abstained from duty unauthorisedly the management held that his services were deemed to have been terminated, under those circumstances, their Lordships of Supreme Court held that the termination of daily rated servant who worked for more than 26 years amounts to 'termination' and his services cannot be terminated at the whims and fancies of the employer". In the instant case the petitioner was engaged intermittantly, as and when there was work, on daily wage basis and he did not work continuously as seen from Ex. M12 statement showing the days the petitioner worked as a daily rated workman in the respondent-Corporation. Therefore that decision is not applicable to the facts in this case. The non-engagement of the petitioner with effect from 12-12-1979 does not amount to 'retrenchment', as defined in Section 2(00) of the Act. The observations of their Lordships of Supreme Court SATYANARAYANA SHARMA & OTHERS Vs. in NATIONAL MINERAL DEVELOPMENT CORPORATION LIMITED and others (1990-II LLJ 596) are relevant in this context. In that case daily rated workmen wanted regularisation of their services in the National Mineral Development Corporation. Their Lordships of Supreme Court held in para 4 thus : "we do not find any ground to interfere with the High Court's decision in view of the clear findings supported by evidence, that there are no vacancies or work available in the establishment for absorption of the petitioners and that for quite some time they have been continued on rolls and paid inspite of there being no work for them. On these facts, the question of directing their absorption and regularisation does not arise. The principle of regularisation of a daily rated workman and payment to him of the pay equal to that of regular workman arises only when the daily rated workman is doing the same work as the regular workman and there being a vacancy available for him, he is not absorbed against it or not even paid the equal pay for the period during which the same work is taken from him." In the instant case also it is in the evidence of M.Ws.1 & 2 that there is no clear vacancy or regular work for engaging this petitioner who is daily rated workman. Therefore in the absence of work and clear vacancy this daily rated workman cannot be

engaged or continued in service as regular employee.

13. Even if it is taken, for argument sake, that the termination of the workman in this case amounts to 'retrenchment' as defined under Section 2(oo) of the Act, the "retrenchment" is not invalid for not complying with the provisions of Section 25-F of the Act for the reason that the workman had not worked for 240 days continuously within 12 months preceding the date of termination/discharge i.e. 12-12-1979. Section 25F of the Act contains conditions precedent for retrenchment of a workman. It provides that no workman employed in any industry who has been in continuous service for not less than one year under the employment shall be retrenched by that employer until the workman has been given one month's notice etc.. Under Section 25-B of the Act the period of one year of service is taken as 240 days of service in a period of 12 months preceding the date of termination. It is in the evidence of M.Ws. 1 & 2 that the workman herein did not work for 240 days and as such the Management need not follow the mandatory procedure prescribed under Section 25-F of the Act. Ex.M12 is the statement showing the No. of days worked by the workman herein. This document has been prepared on the basis of the entries made in the attendance register maintained for the daily rated workman for the relevant period. As seen from this document the petitioner-workman worked for a total period of 74 days in the year 1978 and in the year 1979 he worked for 92 days only. Admittedly the workman was disengaged with effect from 12-12-1979. As seen from this document during the period from 12-12-1978 to 11-12-1979 i.e. the period of 12 months preceding the date of termination, the petitioner-workman did not work for 240 days. Therefore the respondent need not follow the mandatory provisions of Section 25F of the Act, before the termination/retrenchment of the workman herein. The learned counsel for the petitioner admits that the attendance register based on which Ex. M12 is said to have been prepared, is not marked. It is in the evidence of M.Ws. 1 & 2 that the relevant attendance registers have been filed into this Tribunal as per the directions of this Tribunal and they are readily available for scrutiny. There is no cross examination of M.Ws. 1&2 with reference to the entries in the attendance registers produced by the respondent. Further the workman examined as W.W1 has categorically admitted his signatures in the wage sheets Exs. M1 to M11 and his signatures were always obtained in the wage sheets whenever the wages were paid to him. He also identified his signatures in the wage sheets Ex. M1 to M11. It is in the evidence of M.W2 that with reference to these wage sheets, the No. of days the workman worked Ex. M12 is prepared and on the basis of it, the wages of the workman were paid. Thus the entries in Ex. M12 have been admitted to be cor-

rect by the petitioner-workman himself. Therefore I do not find any reason to disbelieve the entries found in Ex. M12 relating to the No. of days the petitioner worked during 1978 & 1979. Therefore the termination/discharge of the petitioner with effect from 12-12-1979 is not invalid.

14. The learned counsel for the workman next contends that the provisions under Section 25G & 25H of the Act are attracted even in cases where the workman worked for less than 240 days and as the management has not complied with the provisions under these two sections, the retrenchment of the petitioner is invalid. He also relied on the decision in **ORIENTAL BANK OF COMMERCE Vs. PRESIDING OFFICER CENTRAL GOVT. INDUSTRIAL TRIBUNAL & ANOTHER** (1994 II LLJ page 770) wherein it is held that "whether a person has completed the service of statutory period or not, he is however entitled to the benefits mentioned in Section 25-G and 25H of the Act and as such if the retrenchment is to be made even of a person who has worked for less than the statutory period it has to be on the basis of first come last go' and when the management reemployees certain persons, the offer of re-employment had to be given to those who have been retrenched if they are willing to work", Section 25G of the Act provides procedure for retrenchment and it lays down that where any workman in an industrial establishment who is a citizen of India is to be retrenched and he belongs to a particular category of workman in that establishment, in the absence of any agreement between the employer and employee in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category only. but for the reasons to be recorded, the employer can retrench any other workman. Section 25H makes provisions for re-employment of retrenched workman and it provides that where any workman is retrenched and an employer proposes to take into employment any person in such a manner as may be prescribed give an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment and such retrenched workman who offer themselves for re-employment shall have preference over other persons. It is significant to note that these two sections shall apply in case of retrenchment only. It has been held by me that the termination/discharge/non-engagement of the workman in this case does not amount to "retrenchment". Further even if it is taken for arguments sake that the termination of this workman amounts to retrenchment, the provisions of Sections 25-G and 25-H are not applicable to the facts in this present case. For application of Section 25-G of the Act, there must be evidence on record to show that the juniors of the retrenched employee were allowed to continue in employment and for application of the provisions under Section 25-H of the Act, there must be positive evidence on record to show that subsequent to his

retrenchment, the management makes certain appointments to the same category and that he was not considered for re-employment. In the decision of **ORIENTAL BANK OF COMMERCE Vs. PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL & ANOTHER** (1994 II LLJ Page 770) relied upon by the counsel for the workmen, the witnesses for the management themselves have categorically admitted that the junior to the retrenched employee were allowed to continue in office and that retrenched employee was not given an opportunity for re-employment and that some others were appointed to the same post. But in the case on hand, there is no pleading in the claim statement filed on behalf of the workman that his juniors were allowed to continue in service while his services were terminated. It is simply pleaded in para 8 that the provisions of Section 25G were not followed. In para 9 of the claim statement, it is averred that the respondent had employed several workmen in the category of the petitioner in this reference subsequent to the retrenchment and that the provisions under Section 25H are mandatory. But the details of the juniors who were allowed to continue in service and the details of the employees who are said to have been employed subsequent to the retrenchment of the workman are not mentioned. It is only a bald averment. In his evidence as W.W1 the workman stated thus: "During the period from 21-6-1978 to 12-12-1979 the Corporation had employed several persons in the category of Clerks. I cannot give their names or the total number of persons so employed. The respondent Corporation did not publish any seniority list for the category of Clerks before my retrenchment. The Corporation did not give notice of retrenchment to the Secretary, Ministry of Labour, Government of India, New Delhi. On 12-12-1979 after effecting the termination of our service the respondent corporation brought about 22 to 30 workers from the Madras Port Operations and they were employed in our place at Vizag. In his cross examination W.W1 further stated thus:". Except the employees from Madras Port, no new persons were engaged as Casual Gunny Clerks after discontinuing our services. It is true that the persons who were transferred from Madras are the employees of Food Corporation at Madras. Thus the details of his juniors that were said to have been continued in service and the details of the employees that were said to have been employed subsequent to the retrenchment of the petitioner are not spoken to by the petitioner as W.W1. It is in the positive evidence of M.W2 that all the casual gunny clerks were disengaged along with the petitioner and that after disengagement of the petitioner no new employees were taken into service. He further stated that except the employees who came under transfer from their Madras Office, no other persons

were engaged on casual basis. Therefore, it cannot be said that the respondent violated the statutory provisions under Section 25-G & 25H of the Act.

15. It is contended on behalf of the workman that some employees from Food Corporation of India Port Operations, Madras Office were brought to Visakhapatnam and that only to accommodate them the workman under this reference and others were terminated. There is no pleading to that effect in the claim statement filed on behalf of the workman. Further it is in the evidence of M.W2 that regular employees working in F.C.I. are transferrable from one place to another and that some regular employees were transferred from Madras Office of Food Corporation of India to the Respondent at Visakhapatnam and that except those regular employees who have been transferred from Madras Office no others have been accommodated in the respondent's office at Visakhapatnam. It cannot be said that to accommodate those regular transferred employees the workman, and others were retrenched.

16. It is also contended by the learned counsel for the petitioner that seniority list of workers is not maintained and published, therefore it cannot be said that the workman herein is junior most to be retrenched. As earlier stated the termination of the workman herein does not amount to "retrenchment". Further M.W1 deposed that the seniority list is maintained in respect of only permanent employees and that no list is being maintained with regard to the casual employees or daily rated employees. Further under the circumstances of this case the non-maintenance or non-publication of seniority list of daily rated employees is not material and relevant as the termination/discharge of the services of the workman in this case is not on account of surplusage but only for want of work.

17. Exs. W1 & W2 are the counter affidavit and reply filed before the Hon'ble High Court of A.P. in the earlier W.P. No. 5644/92. But the said documents would not, in any way, throw any light for the disposal of the issues involved in this reference.

18. In the light of my above discussion, I hold on point No. 1 that the action of the management of Food Corporation of India, Port Operations Visakhapatnam in terminating the workman Sri G. Narasimham does not amount to 'retrenchment' and it is justified. The point is thus decided against the petitioner workman and in favour of the respondent-Management.

19. POINT NO. 2 : This issue relates to the relief to be granted to the workman in this reference. In view of my findings on Point No. 1, the



petitioner-workman is not entitled for any relief in this reference.

20. In the result, Award is passed stating that the termination of the workman G. Narasimham from service is just and legal and that the workman is not entitled for any relief. Reference is thus answered accordingly. The parties are directed to bear their costs.

Dictated to the Steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 10th day of January, 1996.

A. HANUMANTHU, Industrial Tribunal-I

#### Appendix of Evidence.

Witnesses Examined for

Petitioner :

W.W1 G. Narasimham,

Witnesses Examined for the

Respondent :

M.W1 I.N. Murthy

M.W2 M. Thomas

Documents marked for the Petitioner :

Ex.W1 Xerox copy of counter in W.P. No. 5644/92 filed by the workman.

Ex.W2 Xerox copy of reply affidavit filed by the Management.

Documents marked for the Respondent:

Ex.M1 Wage Sheet for the period from 1-1-79 to 10-1-79.

Ex.M2 Wage Sheet for the period from 11-1-79 to 15-1-79.

Ex.M3 Wage Sheet for the period from 16-1-79 to 31-1-79.

Ex.M4 Wage Sheet for the period from 1-2-79 to 15-2-79.

Ex.M5 Wage Sheet for the period from 16-2-79 to 28-2-79.

Ex.M6 Wage Sheet for the period from 16-7-79 to 31-7-79.

Ex.M7 Wage Sheet for the period from 16-9-79 to 30-9-79.

Ex.M8 Wage Sheet for the period from 1-9-79 to 15-9-79.

Ex. M9 Wage Sheet for the period from 16-12-78 to 31-12-78.

Ex.M10 Wage Sheet for the period from 16-11-79 to 30-11-79.

Ex.M11 Wage Sheet for the period from 1-12-79 to 15-12-79.

Ex.M12 Statement showing the working days particulars of the workman G. Narasimham.

नई दिल्ली, 11 अप्रैल, 1996

का. आ. 1374.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबंधन के संबंध निर्याजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार को 9/4/96 को प्राप्त हुआ था।

[सं. एन.-42012/10/87-डी-II (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 11th April, 1996

S.O. 1374.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workman, which was received by the Central Government on the 9-4-1996.

[No. L-42012/10/87-D-II(B)]

RAJA LAL, Desk Officer

#### ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I,  
A.T, HYDERABAD

PRESENT :

Sri. A. Hanumanthu, M.A.,LL.B., Industrial Tribunal-I.

Dated, 10th January, 1996

Industrial Dispute No. 38 of 1988

BETWEEN

Shri V. Narasinga Rao, C/o Shri Neeladri Rao, H. No. 22-89-3, Kanakamahalakshmi Street, Visakhapatnam-530 001.

..Petitioner

AND

The Joint Manager (Port Operations), Food Corporation of India, RTC Complex Building, Visakhapatnam-530 020

(A.P.)

..Respondent

APPEARANCES :

Sri E. D. Nathan, President of the Council of A.P. Trade Union and Vice-President of



the City Trade Unions Council, Hyderabad—for the Petitioner.

Sri B. G. Ravinder Reddy, Advocate—for the Respondent.

### AWARD

This is a reference made by the Government of India Ministry of Labour, New Delhi, by its Order No. L-42012/10/87-D.II(B) dated 24-3-1988 under Section 10(1)(d) and (2A) of Industrial Disputes Act, 1947 (hereinafter called the 'Act') for adjudication of the Industrial Dispute mentioned in its schedule which reads as follows :

"Whether the action of the management of Joint Manager (Port Operation), Food Corporation of India, Visakhapatnam in terminating Shri V. Narasinga Rao from service with effect from 12-12-1979 is justified ? If not, to what relief the workman concerned is entitled ?"

The said reference has been registered as I.D. No. 38 of 1988 on the file of this Tribunal. After receiving the notices issued by this Tribunal, both parties put in their appearance and they are being represented by their counsel.

2. On behalf of the Petitioner-workman, a claim statement has been filed to the following effect :

The Petitioner Sri V. Narasinga Rao was employed as Gunny Clerk on daily wage rate of Rs. 27.84 Ps. on and from 7-1-1979 under the respondent in connection with import and Export business of the Food Corporation of India at Visakhapatnam. The respondent has not issued any appointment Order. However the factum of employment of the petitioner is borne out from the attendance register and also from the wages register maintained by the Respondent. The respondent terminated the service of the petitioner with effect from 12-12-1979, without assigning any reasons and without any notice and also in violation of the mandatory provisions of Industrial Disputes Act. The Petitioner alongwith other retrenched workers filed a suit in O.S. No. 2053/79 on the file of IV Addl. Munsif Magistrate, Visakhapatnam and the suit was dismissed on 31-1-1985 on the ground that that court has no jurisdiction. Subsequently, the petitioner moved conciliation machinery of the Central Government and the Conciliation efforts ended in failure and thereby this reference has been made by the Government of India. The termination of the services of the petitioner is retrenchment within the meaning of Section 2(oo) of the Act since the said termination does not fall within any of the excepted categories. The petitioner has also put in 240 days of continuous service during the period of 12 calendar months to be counted backward from the date of retrenchment namely 12-12-1979. Further the retrenchment of the petitioner is violative of the mandatory provisions contained in Section 25-F

and Section 25-G and Rule 76 and 77 of the Industrial Disputes (Central) Rules. After retrenchment of the petitioner, the respondent has employed several workmen in the category of the petitioner and thus violated the provisions under Section 25-G Rule 78. No offer has been made to the petitioner for re-employment. The termination of the petitioner from service is ab-initio void. Hence the petitioner is entitled for reinstatement into service with continuity of service, full back wages and other attendant benefits. Hence the Tribunal may pass an award to that effect;

3. On behalf of the Respondent-Management a counter has been filed to the following effect :—

The petitioner was engaged as casual Gunny Clerk on daily wage depending upon the exigencies of the work. The petitioner never worked continuously under the respondent. The petitioner was engaged on casual basis for 96 days in the year 1979. The petitioner never worked for 240 days continuously. The question of issuing one month notice or payment of retrenchment compensation as contemplated under Section 25-F of the Act does not arise. The Respondent could not engage the petitioner as casual labour due to nonavailability of work. The non-engagement of the petitioner does not amount to 'retrenchment' within the meaning of Section 2(oo) of the Act. The allegation that the petitioner had put in 240 days service during the period of 12 months to be counted backward from the date of retrenchment i.e. 12-12-1979 is not correct. The petitioner had worked only for 96 days during the period of 12 months to be counted backward from the date of retrenchment namely 12-12-1979. The respondent has not violated the provisions of the Section 25-F, 25-G and 25-H R/W Rules 76 & 77 as alleged by the petitioner. The allegation that after retrenchment of the petitioner, the respondent has employed several workmen in the category of the petitioner is not true and correct, no person was engaged as alleged by the petitioner. There is no termination of the service of the petitioner. The petitioner is not entitled for reinstatement into service with continuity of service, full back wages and other attendant benefits as claimed by the petitioner. Hence the petitioner is not entitled to any relief in this reference.

During the course of enquiry, no oral or documentary evidence was adduced by the petitioner-workman. On behalf of the respondent-management M.W1 was examined and no documents were marked. On a consideration of the material on record my learned predecessor passed an award on 23-1-1992 directing the respondent to reinstate the petitioner into service forthwith back wages from the date of conciliation proceedings were initiated till the date of reinstatement and the respondent was further directed to pay the back wages within one month from the date of publication of the award, failing which the petitioner was entitled to

realise the same with interest at 12% per annum from the date of publication of the award till the date of realisation and that there will be no order as to costs. Aggrieved by that Award, the Respondent-Management filed W.P. No. 5642/92 on the file of High Court of A.P. and the Hon'ble High Court by its common judgement with other connected W.Ps. dated 7-4-1994 set aside the award on certain conditions and the matter has been remitted back to this Tribunal for fresh disposal in accordance with law after giving an opportunity to the workman to lead evidence or affidavit evidence in support of his claim in accordance with Rule 10(6) and thereafter the management be given an opportunity to produce its records to mark them as evidence. Thus I.D. No. 33/88 has been remitted for further fresh disposal as per the directions of the Hon'ble High Court of A.P. in W.P. No. 5642/92.

5. After remand, W.W1 was examined and Exs. W1 and W2 are marked on behalf of the petitioner-workman, and on behalf of the Respondent-Management, M.W.2 was examined and Exs. M1 to M11 are marked. The details of documents Exs. W1 and W2 and Exs. M1 to M11 marked on behalf of the petitioner and respondent are appended to this Award.

6. The points that arise for consideration are as follows :

(i) Whether the action of the management of Food Corporation of India (Port Operations) Visakhapatnam in terminating Shri V. Narasinga Rao from service with effect from 12-12-1979 is justified ?

(ii) To what relief the petitioner V. Narasinga Rao is entitled to in this reference ?

7. POINT-1.—The admitted facts as revealed from the evidence on record are as follows :

The Respondent-Food Corporation of India (Port Operations) Visakhapatnam is a Government of India Undertaking. The Regional Office of the Respondent-Corporation is at Madras and its Head Office is at Delhi. The petitioner Shri V. Narasinga Rao was engaged by the Respondent on and from 7-1-1979 as Gunny Clerk in connection with import and export business of the respondent at Visakhapatnam on daily wages. He worked intermittently in that post till he was discharged on 12-12-1979 without assigning any reasons. He was not given any written appointment order on his engagement into service and he was also not served with any written order of termination/discharge from service. It is also admitted that he was not given any retrenchment notice or one month's pay in lieu of notice and he was also not paid retrenchment compensation when he was discharged from service on 12-12-1979. The petitioner-workman was attending to counting of bags that

were loaded and unloaded in the godowns of the respondent or vessels in the Port at Visakhapatnam. It is also admitted that the petitioner was being paid wages, depending upon the No. of days he worked, twice in a month and the workman also signed in the Wage Register when he received the wages. His engagement was also marked in the attendance register by the officers of the Respondent Corporation. It is also admitted that along with the petitioner some others who were also daily rated workmen, were discharged from service. The petitioner and other discharged workers filed a suit O.S. No. 2053/79 on the file of IV Addl. Munsiff Magistrate, Visakhapatnam and that suit was dismissed on 31-1-85 for want of jurisdiction. Thereafter the petitioner moved conciliation machinery of the Central Government and it resulted in this reference.

8. The learned counsel for the petitioner-workman submits that the petitioner worked continuously from 7-1-1979, that the petitioner had put in 240 days within a span of one year counted backward from the date of discharge i.e. 12-12-1979, that the petitioner had been retrenched from service without giving any notice or pay in lieu of notice or retrenchment compensation as required under Section 25-F of the Act, that the respondent also violated the mandatory provisions contained in Section 25-F, 25-G and 25-H of the Act and Rules 76 & 77 of Industrial Disputes (Central) Rules and therefore the retrenchment of the petitioner is illegal and the petitioner is entitled for reinstatement with backwages and continuity of service. The learned counsel for the respondent on the other hand, submits that this workman was not a regular employee of the respondent; that his services were utilised as casual daily rated workman as the exigencies of work demanded, that there are regular employees of the respondent to attend to the regular work and as and when there is heavy work, the services of this workman were taken temporarily on daily wages and as such he is not a permanent or temporary employee of the respondent corporation, that the petitioner was disengaged as there was no work to be entrusted to him and as such the disengagement of the petitioner does not amount to 'retrenchment' and there is no violation of the provisions under Section 25-F, 25-G and 25-H of the Act and the Rules 76 & 77 of Industrial Disputes (Central) Rules.

9. It is not disputed that the petitioner herein is a workman as defined under Section 2(s) of the Act. It is also not disputed that he was engaged as daily rated workman by the respondent as and when the work was available. It is also admitted that he was not engaged with effect from 12-12-79. It is well settled that 'retrenchment' is termination of service and 'termination of service' may not be 'retrenchment'. In order to 'retrenchment', 'termination of service' has to fall within the ambit of definition of 'retrenchment' in Section 2(oo) of the

Act. Further the Section 25-F of the Act prescribes the requirements of notice and compensation as conditions precedent to the retrenchment of a workman. The termination of service of a workman as a measure of retrenchment without complying the requirements under Section 25-F of the Act will be illegal. It is also well settled that the burden of proof for establishing that the termination of service of a workman is 'retrenchment' is on the person who have put forward that claim. In other words where the employee claimed that he has been retrenched, he must have to prove that he has been 'retrenched' from service and it is not for the employer to prove that the discharge or termination of the employee was otherwise than by way of retrenchment. It is also well settled that the discharge simpliciter does not amount to retrenchment. If the termination actuated by motive of vindictiveness or unfair labour practice it amount to 'retrenchment'. Hence it has to be seen in the instant case whether the discharge/disengagement of the petitioner with effect from 12-12-79 amounts to retrenchment as defined under Section 2(oo) of the Act.

10. The petitioner-workman got himself examined as W.W1 and he deposed that he was employed by the respondent as Gunny Clerk 7-1-79 on daily wages, that his services were terminated on 12-12-1979 without issuing any order of termination, without giving any notice or one month's wages in lieu of notice and without assigning any reasons, that the respondent did not serve the notice of retrenchment on the Secretary Ministry of Labour Government of India, New Delhi, that the seniority list was not published by the Respondent-Management, that during the period from 7-1-1979 to 12-12-1979 he worked for 270 days, that during that period the respondent corporation employed about 30 persons in the category of Clerks, that he could not give the names, that except himself and the other eight workmen concerned in this batch of I.Ds. no other employee in the category of clerks has been retrenched by the respondent-corporation, that on 12-12-1979 the day when his services were terminated, the Respondent-Corporation brought about 30 workers from Madras Port Operations and they were employed in their places. In his cross-examination W.W1 stated that his name was not sponsored by the Employment Exchange, that he was also not recruited through regular recruitment made by the respondent, that he approached the respondent as to whether any work was available and he was engaged as Gunny Clerk and that no test or interview was conducted before engaging him as a Gunny Clerk. He denied the suggestion that he worked for a total period of 96 days in the year 1979, he also admits that he was paid wages depending upon the No. of days he worked, that he was paid the wages twice in a month. He also admits that his signatures were obtained in the

wage sheets whenever the wages were paid to him and that the wage sheet contains the No. of days he worked in that month and the amount was paid on those dates. The Assistant Manager of the Respondent-Corporation at Visakhapatnam examined as M.W1 deposed that the workman herein was a casual employee on daily wage basis, that he was being engaged whenever there was work, that he worked for a total period of 96 days in the year 1979 and he was not engaged from 1980 onwards as there was no work. In this cross-examination M.W1 stated that on the basis of the Attendance Register, he deposed about the attendance of this workman, M.W2 working as Assistant Grade II in the Respondent-Corporation since 1979, deposed that during the period from 1976 to 1979 he was working as Grade III Assistant in the Respondent-Corporation, that he knows the petitioner herein who worked as Gunny Clerk from 7-1-1979 to 12-12-1979 on daily wage basis, that the workman worked for a total period of 96 days during the year 1979, that he had personal knowledge about the nature of the workman and the No. of days the Gunny Clerks were engaged and Ex. M11 is the statement relating to the days of work of the petitioner.

11. The respondent has not disputed the engagement of this petitioner on 7-1-1979 onwards intermittently as and when there was work and that the petitioner was disengaged on 12-12-1979 and the employment of this workman was depending upon the availability of work in the respondent Corporation. The petitioner as W.W1 has categorically admitted in his cross-examination that he approached the respondent as to whether there was any work available and therefore he was engaged as Gunny Clerk. Further he deposed that he was paid wages for the days he worked and the payment was made twice in a month. The petitioner also admitted his signatures in the wage sheets produced by the Respondent, Exs. M1 to M10 are the said wage sheets under which the wages were paid to the petitioner for the days he worked, Ex. M11 is the statement showing the No. of days the petitioner worked and it has been signed by the Assistant Manager Port Operations. It is in the evidence of M.W2 that the Ex. M11 was prepared on the basis of the Attendance Registers and wage sheets pertaining to the petitioner. It is clear from the evidence of W.W1 M.W- and M.W2 that the engagement of the petitioner was oral and his termination was also oral, and he was engaged on daily wage basis and his wages were paid depending upon the No. of days he worked. He worked intermittently as casual daily rated workman when there was work and he was disengaged when there was no work for being entrusted to him. The employment of this workman depended upon the availability of work in the respondent-Corporation. Considering the circumstances that no written appointment order was given, that the

workman was engaged intermittantly that he was not engaged continuously, that he was engaged on daily wages and his wages were paid depending upon the work and No. of days he worked and that no written termination order was issued, it cannot be said that the workman in this reference was a regular employee of the respondent. On the other hand all these circumstances go to show that he was only a casual labourer engaged to meet the exigencies of work on any day. His engagement depended upon the availability of work on any particular day. M. Ws. 1 & 2 have categorically stated on oath that this workman was disengaged as there was no work to be entrusted to him. He was not employed on regular basis against a permanent vacancy. It is clear from the evidence on record that the petitioner was engaged when there was work to be attended in the respondent-Corporation and he was disengaged when there was no work. Therefore the discharge of the petitioner is a discharge simpliciter. It cannot be said that it has been motivated by vindictiveness or due to unfair labour practice on the part of the Respondent. The Petitioner was discharged for want of work. Therefore the termination/discharge of the petitioner does not amount to 'retrenchment' as defined under Section 2(oo) of the Act.

12. The learned counsel for the petitioner-workman submits that the definition of 'retrenchment' under Section 2(oo) of the Act is intended to cover any action of the management to put an end to employment of an employee for any reason whatsoever and that the termination of daily rated workman also amounts to 'retrenchment'. He also relied on the decision on 'L. ROBERT D'SOUZA Vs. EXECUTIVE ENGINEER, SOUTHERN RAILWAY & ANOTHER (1982-I LLJ page 330)', wherein it is held that the 'termination' of daily rated workmen without complying with the mandatory provisions under Section 25F amounts to 'retrenchment'. But this decision is not applicable to the facts of this case. In that case a Railway Gangman worked continuously as daily rated workman for more than 26 years and he was transferred to various places during that period of 26 years and when he abstained from duty unauthorisedly the management held that his services were deemed to have been terminated, under those circumstances, their Lordships of Supreme Court held that the termination of daily rated servant who worked more than 26 years amounts to "termination and his services cannot be terminated at the whims and fancies of the employer". In the instant case the petitioner was engaged intermittantly as and when there was work on daily wages basis and he did not work continuously as seen from Ex. M11 statement showing the days the petitioner worked as a daily rated

workman in the respondent-Corporation. Therefore that decision is not applicable to the facts in this case. The non-engagement of the petitioner with effect from 12-12-1979 does not amount to 'retrenchment' as defined in Section 2(oo) of the Act. The observations of their Lordships of Supreme Court in SATYANARAYANA SHARMA & OTHERS. Vs. NATIONAL MINERAL DEVELOPMENT CORPORATION LTD. & others (1990-II LLJ 596) are relevant in this context. In that case daily rated workmen wanted regularisation of their services in the National Mineral Development Corporation. Their Lordships of Supreme Court held in para 4 thus: "We do not find any ground to interfere with the High Court's decision in view of the clear findings supported by evidence, that there are no vacancies or work available in the establishment for absorption of the petitioners and that for quite some time they have been continued on rolls and paid inspite of there being no work for them. On these facts, the question of directing their absorption and regularisation does not arise. The principle of regularisation of a daily rated workman and payment to him of the pay equal to that of a regular workman arises only when the daily rated workman is doing the same work as the regular workman and there being a vacancy available for him, he is not absorbed against it or not even paid the equal pay or the period during which the same work is taken from him." In the instant case also it is in the evidence of M. Ws. 1 & 2 that there is no clear vacancy or regular work for engaging this petitioner who is daily rated workman. Therefore in the absence of work and clear vacancy this daily rated workman cannot be engaged or continued in service as regular employee.

13. Even if it is taken, for argument sake, that the termination of the workman in this case amounts to 'retrenchment' as defined under Section 2(oo) of the Act, the retrenchment is not invalid for not complying with the provisions of Section 25-F of the Act for the reasons that the workman had not worked for 240 days continuously within 12 months preceding the date of termination/discharge i.e. 12-12-1979. Section 25F of the Act contains conditions precedent for retrenchment of a workman. It provides that no workman employed in any industry who has been in continuous service for not less than one year under the employment shall be retrenched by that employer until the workman has been given one month's notice etc. Under Section 25-B of the Act the period of one year of service is taken as 240 days of service in a period of 12 months preceding the date of termination. It is in the evidence of M. Ws. 1 & 2 that the workman herein did not work for 240 days and as such the Management need not follow the mandatory procedure prescribed under Section 25-F of the Act. Ex. M11 is the statement showing the No.

of days worked by the workman herein. This document has been prepared on the basis of the entries made in the attendance register maintained for the daily rated workmen for the relevant period. As seen from this document the petitioner-workman worked only for 96 days in the year 1979. Admittedly the workman was disengaged with effect from 12-12-1979. As seen from this document during the period from 7-1-1979 to 11-12-1979 the period of 12 months preceding the date of termination, the petitioner-workman did not work for 240 days. Therefore the respondent need not follow the mandatory provisions of Section 25F of the Act, before the termination/retranchment of the workman. The learned counsel for the petitioner submits that the Attendance register based on which Ex. M11 was said to have been prepared is not marked. It is the evidence of M. W1 that relevant attendance registers have been filed in this Tribunal as per the directions of this Tribunal and that they are readily available for scrutiny. There is no cross-examination of M.Ws.1 & 2 with reference to the entries in the attendance registers, and wage registers. Further the respondent-Management has also produced and marked the Wage Sheets Exs. M1 to M10. The petitioner-workman also admitted his signatures in Exs. M1 to M10. Hence I do not find any reason to reject the entries made Ex. M11 which has been prepared on the basis of Attendance Registers and Wage Sheets.

14. The learned counsel for the workman next contends that the provisions under Section 25G & 25H of the Act are attracted even in cases where the workman worked for less than 240 days and as the management has not complied with the provisions under these two sections, the retranchment of the petitioner is invalid. He also relies on the decision in *Oriental Bank of Commerce Vs. Presiding Officer Central Government Industrial Tribunal & Another* (1994-II LLJ Page 77) wherein it is held that "whether a person has completed the service of statutory period or not, he is however entitled to the benefits mentioned in Section 25-G and 25-H of the Act and as such if the retranchment is to be made even of a person who has worked for less than the statutory period it has to be on the basis of 'first comes last go' and when the management re-employs certain persons, the offer of re-employment had to be given to those who have been retrrenched if they are willing to work." Section 25G of the Act provides procedure for retranchment and it lays down that where any workman in an industrial establishment who is a citizen of India is to be retrrenched and he belongs to a particular category of workman in that establishment, in the absence of any agreement between the employer and employee in this behalf, the employer shall ordinarily retrrench the workman who was the last person to be employed in

that category only? but for the reason to be recorded, the employer can retrrench any other workman. Section 25H makes provision for re-employment of retrrenched workman and it provides that where any workman is retrrenched and an employer proposes to take into employment any person in such a manner as may be prescribed, given an opportunity to the retrrenched workman who are citizens of India to offer themselves for re-employment and such retrrenched workman who offer themselves for re-employment shall have preference over other persons. It is significant to note that these two sections shall apply in case of "retrrenchment" only. It has been held by me that the termination/discharge/non-engagement of the workman in this case does not amount to retrrenchment. Further even if it is taken for arguments sake, that the termination of this workman amounts to retrrenchment, the provisions of Section 25-G and 25-H are not applicable to the facts in the present case. For application of Section 25-G of the Act, there must be evidence record to show that the juniors of the retrrenched employees were allowed to continue in employment and for application of the provisions under Section 25-H of the Act, there must be positive evidence on record to show that subsequent to his retrrenchment, the management makes certain appointments to the same category and that he was not considered for re-employment. In the Decision of *Oriental Bank of Commerce Vs. Presiding Officer, Central Government Industrial Tribunal & Another* (1994 II LLJ Page 77) relied upon by the counsel for the workman, the witnesses for the management themselves have categorically admitted that the juniors to the retrrenched employee were allowed to continue in office and that retrrenched employee was not given an opportunity for re-employment and that some others were appointed to the same post. But in the case on hand, there is no pleading in the claim statement filed on behalf of the workman that his juniors were allowed to continue in service while his services were terminated. It is simply pleaded in para 6 that the provisions of Section 25-G were not followed. In para 9 of the claim statement, it is averred that the respondent had employed several workman in the category of the petitioner in this reference subsequent to the retrrenchment and that the provisions under Section 25-H are mandatory. But the details of the juniors who were allowed to continue in service and the details of the employees who are said to have been employed subsequent to the retrrenchment of the workman are not mentioned. It is only a bald averment. In his evidence as W.W1, the workman has stated that during the period from 7-1-79 to 12-12-1979 about 30 persons in the category of Clerks were appointed and that he could not give their names, that himself and other 8 workmen concerned in this batch of I.Ds no other employee in the category of clerks has been retrrenched by the respondent-Corporation, that on 12-12-1979 the Respondent-Corporation brought about 30

workers from Madras Port Operations on the day when my services were terminated and they were employed in their places. He further stated in his cross-examination that he does not know the details who were taken in the employment by the respondent and that alongwith him 6 other persons also were engaged as Gunny 'Clerks' and all of them were removed from service. Thus the details of the juniors that were said to have been continued in service and the details of the employees that were said to have been employed subsequent to the retrenchment of the petitioner are not spoken to by the petitioner as W.W1. It is in the positive evidence of M.W2 that all the casual gunny clerks were disengaged alongwith the petitioner and that after disengagement of the petitioner no new employees were taken into service. He further stated that except the employees who came under transfer from their Madras Office, no other persons were engaged on casual basis. Therefore it cannot be said that the respondent violated the statutory provisions under Section 25-G & 25-H of the Act.

15. It is contended on behalf of the workman that some employees from Food Corporation of India Port Operations, Madras Office were brought to Visakhapatnam and that only to accommodate them the workman under this reference and others were terminated. There is no pleading to that effect in the claim statement filed on behalf of the workman. Further it is in the evidence of M.W2 that regular employees working in F.C.I. are transferrable from one place to another and that some regular employees were transferred from Madras Office of Food Corporation of India to the Respondent at Visakhapatnam and that except those regular employees who have been transferred from Madras, no other person was engaged on casual basis. Thus the regular employees who have been transferred from Madras Office, have been accommodated in the respondent's office at Visakhapatnam. It cannot be said that to accommodate those regular transferred employees, the workman and others were retrenched.

16. It is also contended by the learned counsel for the petitioner that seniority list of workers is not maintained and published and therefore it cannot be said that the workman herein is junior most to be retrenched. As earlier stated the termination of the workman herein does not amount to retrenchment. Further M.W1 deposed that the seniority list is maintained in respect of only permanent employees and that no list is being maintained with regard to the casual employees or daily rated employees. Further under the circumstances of this case non-maintenance or no publication of seniority list of daily rated employees is not material and relevant as the termination/discharge of the services of the workman in this case is not on account of surplusage but only for want of work.

17. Exs. W1 & W2 are the counter affidavit and reply filed before the Hon'ble High Court of A.P. in the earlier W.P. No. 5642/92. But the said documents could not, in any way throw any light for the disposal of the issue involved in this reference.

18. In the light of my above discussion, I hold on point No. 1 that the action of the management of Food Corporation of India, Port Operations Visakhapatnam in terminating the workman Sri V. Narasinga Rao does not amount to 'retrenchment' and it is justified. The point is thus decided against the petitioner workman and in favour of the respondent management.

19. POINT NO. 2.—This issue relates to the relief to be granted to the workman in this reference. In view of my finding on Point No. 1, the petitioner-workman is not entitled for any relief in this reference.

20. In the result, award is passed stating that the termination of the workman V. Narasinga Rao from service is just and legal and that the workman is not entitled for any relief. Reference is thus answered accordingly. The parties are directed to bear their costs.

Dictated to the Steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this tribunal, this the 10th day of January, 1996.

A. HANUMANTHU, Industrial Tribunal-I

#### APPENDIX OF EVIDENCE

Witnesses Examined for the petitioner :

W.W.1 V. Narasinga Rao

Witnesses Examined for the Respondent :

M.W1 I.N. Murthy

M.W2 R. Suryanarayana Murty

Documents marked for the Petitioner :

Ex. W1.—Counter affidavit of Sri V. Narasinga Rao in W.P. No. 5642/92.

Ex. W2.—Reply affidavit filed on behalf of the petitioner.

Documents marked for the Management :

Ex. M1.—Wage sheet containing the signature of Sri V. Narasinga Rao.

Ex. M2.—Wage sheet for January, 1979.

Ex. M3.—Wage sheet for December, 1979.

Ex. M4.—Wage Sheet containing signature from 16-11-79 to 30-11-79 of the petitioner.

Ex. M5.—Wage Sheet for the month of November, 1979.

Ex. M6.—Wage Sheet containing the signature of the petitioner.



Ex. M7.—Wage Sheet containing the signature of the petitioner.

Ex. M8.—Wage Sheet for the month of July, 1979:

Ex. M9.—Wage Sheet pertaining to January, 1979.

Ex. M10.—Wage Sheet pertaining to September, 1979.

Ex. M11.—Statement showing the working days particulars of the workman.

नई दिल्ली, 11 अप्रैल, 1996

का. अ. 1375.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एक सी आई के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अन्तर्ध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9/4/96 को प्राप्त हुआ था।

[सं. एन-42012/23/87-डी-II (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 11th April, 1996

S.O. 1375.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on the 9-4-1996.

[No. L-42012/23/87-D-II(B)]

RAJA LAL, Desk Officer

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

#### PRESENT :

Sri A. Hanumanth, M.A., LL.B.,  
Industrial Tribunal-I.

Dated : 10th January, 1996.

#### INDUSTRIAL DISPUTE NO. 37 OF 1988.

#### BETWEEN :

Sri A. Srinivas C/o Neeladri Rao,  
H. No. 22-89-3, Kanakamahalakshmi Street,  
Visakhapatnam-530 001 (A.P.).

.. Petitioner.

#### AND

The Joint Manager (Port Operations), Food  
Corporation of India, RTC Complex  
Building,

Visakhapatnam-530 020 (A.P.)

.. Respondent.

#### APPEARANCES :

Sri E.D. Nathan, President of the Council of  
A.P. Trade Unions and Vice President  
of the City Trade Union Council, Hyd-  
erabad for the Petitioner.

Sri B. G. Ravinder Reddy, Advocate for the  
Respondent.

#### AWARD :

This is a reference made by the Government of India, Ministry of Labour, New Delhi, by its Order No. L-42012/23/87-D-II(B), dated 24-3-1988 under Section 10(1)(d) and (2A) of Industrial Disputes Act, 1947 (hereinafter called the 'Act') for adjudication of the Industrial Dispute mentioned in its schedule which reads as follows:—

"Whether the action of the management of Joint Manager (Port Operations), Food Corporation of India, Visakhapatnam in terminating Shri A. Srinivas from service with effect from 11-12-1979 is legal justified? If not, to what relief the workman concerned is entitled to?"

This reference has been registered as I.D. No. 37 of 1988 on file of this Tribunal. After receiving the notices issued by this Tribunal both parties have put in their appearance and they are being represented by their counsel.

2. On behalf of the petitioner-workman, a claim statement has been filed to the following effect :—

The petitioner Sri A. Srinivas was employed as Gunny Clerk on daily wage rate of Rs. 27.84 Ps. on and from 22-5-78 under the respondent in connection with import and export business of the Food Corporation of India at Visakhapatnam. The respondent has not issued any appointment order. However the factum of employment of the petitioner is borne out from the attendance register and also from the wage register maintained by the Respondent. The respondent terminated the service of the petitioner with effect from 12-12-79, without assigning any reason and without any notice and also in violation of the mandatory provisions of Industrial Disputes Act. The petitioner along with other retrenched workmen filed a suit in O.S. No. 2053/79 on the file of IV Addl. Municipal Magistrate, Visakhapatnam, and the said suit was dismissed on 31-1-1985 on the ground that that court has no jurisdiction. Subsequently the petitioner moved conciliation machinery of Central Government and the conciliation efforts order in failure and thereby this reference has been made by the Government of India. The termination of service of the petitioner is "retrenchment" within the meaning of Section 2(90) of the Act since the said termination does not fall within any of the

excepted categories. The petitioner had put in 240 days continuous service during the period of 12 calendar months to be counted backward from the date of retrenchment namely, 12-12-1979. The retrenchment of petitioner is violative of the mandatory provisions contained in Section 25-F and Sec. 25-C R/W Rules 76 and 77 of the Industrial Disputes (Central) Rules. After retrenchment of the petitioner the respondent had employed several workmen in the category of petitioner and thus violated the provisions under Section 25-H R/W Rule 78. No offer has been made to the petitioner for re-employment. The termination of the petitioner from service is ab-initio void. Hence the petitioner is entitled for reinstatement into service with continuity of service, full back wages and other attendant benefits. Hence the Tribunal may pass an award to that effect.

3. On behalf of the Respondent-Management, a counter has been filed to the following effect :

The petitioner was engaged as a casual gunny clerk on daily wages depending upon the exigencies of work. The petitioner never continuously worked under the respondent. The petitioner was engaged on casual basis for 100 days in the year 1978 and 117 days in the year 1979. The petitioner never worked for 240 days continuously. The question of issuing one month notice or payment of retrenchment compensation as contemplated under Section 25F of the Act does not arise. The respondent could not engage the petitioner as casual labour due to non-availability of work. The non-engagement of the services of the petitioner does not amount to 'retrenchment' within the meaning of Section 2(00) of the Act. The allegation that the petitioner had put in 240 days of service during the period of 12 months to be counted backward, from the date of retrenchment i.e. 12-12-1979 is not correct. The petitioner had worked only 117 days during the period of 12 months to be counted backwards from the date of retrenchment namely 12-12-1979. The respondent has not violated the provisions of the Sections 25-F, 25-G and 25-H R/W Rules 76 & 77 as alleged by the petitioner. The allegation that after retrenchment of the petitioner, the respondent has employed several workmen in the category of the petitioner is not true and correct. No person was engaged as alleged by the petitioner. There is no termination of the services of the petitioner. The petitioner is not entitled to reinstatement into service with continuity of service, full back wages and other attendant benefits as claimed by the petitioner. Hence the petitioner is not entitled to any relief in this reference.

4. During the course of enquiry, no oral or documentary evidence was adduced on behalf of the petitioner. But on behalf of the respondent M.W1 was examined and no documents were marked. On a consideration of oral evidence of

M.W1 and material as record my learned predecessor passed on Award on 23-1-1992 directing the respondent to reinstate the petitioner into service forthwith with back wages from the date of conciliation proceedings were initiated till the date of reinstatement and the respondent was further directed to pay the back wages within one month from the date of publication of the award, failing which the petitioner was entitled to realise the same with interest at 12 per cent per annum from the date of publication of the award till the date of realisation and that there will be no order as to costs. Aggrieved by that award, the respondent-Management filed W.P. No. 5641/92 on the file of High Court of A.P. and the Hon'ble High Court by its common judgement with other connected W.Ps. dt. 7-4-1994 set aside the award on certain conditions and the matter has been remitted back to this Tribunal for fresh disposal in accordance with law after giving an opportunity to the workmen to lead evidence or affidavit evidence in support of his claim in accordance with Rule 10(6) and thereafter the Management be given an opportunity to produce the records to mark them as evidence. Thus I.D. No. 37/88 has been remanded for fresh disposal as per the directions of the Hon'ble High Court of A.P. in W.P. No. 5641/92.

5. After remand, M.W1 was examined and Exs. W1 & W2 were marked on behalf of the petitioner. On behalf of the respondent M.W2 was examined and Exs. M1 to M14 and Ex. M2A, M3A, M4A, M5A, M6A & B; M7A, M8A & B, M9A & B, M10A, M11A, M12A, M13A & M14A are marked. The details of the documents marked on behalf of the petitioner and respondent are appended to this Award.

6. The point that arise for consideration are as follows:—

- (i) Whether the action of the management of Food Corporation of India (Port Operations), Visakhapatnam in terminating Sri A. Srinivas from service with effect from 11-12-1979 is justified?
- (ii) To what relief the petitioner A. Srinivas is entitled to in this reference?

7. POINT—1 : The admitted facts as revealed from the evidence on record as follows:

The Respondent—Food Corporation of India (Port Operations) Visakhapatnam is a Government of India Undertakings. The Regional Office of the respondent Corporation is at Madras and its Head Office is at Delhi. The petitioner Sri A. Srinivas was engaged by the respondent on and from 22-5-78 as Gunny Clerk in connection with import export business of the respondent at Visakhapatnam on daily wages. He worked intermittently in that post till he was discharged on 12-12-1979 without assigning any reasons. He was not given any written appointment order on his engagement



into service and he was also not served with any written order of termination/discharge from service. It is also admitted that he was not given any retrenchment notice or one month's pay in lieu of notice and he was also not paid retrenchment compensation when he was discharged from service on 12-12-79. The petitioner-workman was attending to counting of bags that were loaded and unloaded in the godowns of the respondent or vessels in the Port at Visakhapatnam. It is also admitted that the petitioner was being paid wages depending upon the No. of days he worked, twice in a month and the workman also signed in the Wage Registers when he received the wages. His engagement was also marked in the Attendance Register by the office of the Respondent-Corporation. It is also admitted that along with the petitioner some others who were also daily rated workmen, were also discharged from service. The petitioner and other discharged workers filed a suit O.S. No. 2053/79 on the file of IV Addl. Munsiff Magistrate, Visakhapatnam and that suit was dismissed on 31-1-1985 for want of jurisdiction. Thereafter the petitioner moved conciliation machinery of the Central Government and it resulted in this reference.

8. The learned counsel for the petitioner-workman submits that the petitioner worked continuously from 25-5-1978, that the petitioner had put in 240 days continuously within a span of one year counted backward from the date of discharge i.e. 12-12-1979, the petitioner has been retrenched from service without giving any notice or pay in lieu of notice or 'retrenchment' compensation as required under Section 25F of the Act, that respondent also violated the mandatory provisions contained in Section 25F, 25G and 25H of the Act and Rules 76 & 77 of Industrial Disputes (Central) Rules and therefore, the retrenchment of the petitioner is illegal and the petitioner is entitled for reinstatement with backwages and continuity of service. The learned counsel for the respondent, on the other hand, submits that this workman was not a regular employee of the respondent, that his services were utilised as casual daily rated workman as the exigencies of work demanded, that there are regular employees of the respondent to attend to the regular work and as and when there was heavy work, the services of this workman were taken temporarily on daily wages and as such he is not a permanent or temporary employee of the respondent-Corporation, that the petitioner was disengaged as there was no work to be entrusted to him and as such the disengagement of the petitioner does not amount to 'retrenchment' and there is no violation of the provisions under Section 25F, 25G and 25H of the Act and the Rules 76 & 77 of Industrial Disputes (Central) Rules.

9. It is not disputed that the petitioner herein is a workman as defined under Section 2(s) of the 1003 GI/96-12.

Act. It is also not disputed that he was engaged as daily rated workman by the respondent as and when the work was available. It is also admitted that he was not engaged with effect from 12-12-1979. It is well settled that 'retrenchment' is termination of service and 'termination' of service may not be 'retrenchment'. In order to 'retrenchment', 'termination of service' has to fall within the ambit of definition of 'retrenchment' in Section 2(o) of the Act. Further, Section 25F of the Act prescribes the requirements of notice and compensation as conditions precedent to the retrenchment of a workman. The termination of service of a workman as a measure of retrenchment without complying with the requirements under Section 25F of the Act will be illegal. It is also well settled that the burden of proof for establishing that the termination of service of a workman is 'retrenchment' is on the persons who have put forward that claim. In other words where the employee claimed that he has been retrenched, he must have to prove that he has been 'retrenched' from service and it is not for the employer to prove that the discharge or termination of the employee was otherwise than by way of retrenchment. It is also well settled that the discharge simpliciter does not amount to retrenchment. If the termination actuated by motive of vindictiveness or unfair labour practice it amounts to 'retrenchment'. Hence it has to be seen in the instant case whether the discharge/dis-engagement of the petitioner with effect from 12-12-1979 amounts to retrenchment as defined under Section 2(o) of the Act.

10. The petitioner-workman got himself examined as W.W1 and deposed that he was employed in the respondent-Corporation as a Gunny Clerk on 22-5-1978 on daily wage of Rs. 18, that his services were terminated on and with effect from 12-12-1979, that he was not given one month notice or pay in lieu of thereof and he was also not paid any retrenchment compensation and that he worked for 280 days during the period from 1-12-1978 to 31-1-79. He further stated that he does not know how many people were employed in the category of Gunny Clerk by the respondent during his tenure of service, but it is a fact that the respondent had employed some clerks during that period, that about 25 to 30 workmen were brought by the respondent from Madras Port Operations and they were employed in their places in the category of Clerks, that they were brought on 12-12-1979 i.e. the date on which his services were terminated. W.W1 further stated that the respondent has not published any seniority list before his services were terminated that the respondent did not issue or serve on the Secretary, Ministry of Labour, Government of India, New Delhi a copy of the retrenchment order issued to him, and that the respondent did not give any notice to the Regional

Labour Commissioner, Ministry of Labour, Government of India, New Delhi with regard to his retrenchment. In his cross-examination W.W1 stated that he was not given any written appointment order, that he went to the respondent and asked for employment and then he was engaged as Gunny Clerk as there was daily work and that he was paid wages for the days he worked under the respondent. He, further stated that the No. of days he worked are shown in the wage sheets and he cannot say the names of persons who were appointed under his termination and that he does not know whether any new persons were taken into employment as Gunny Clerks by the respondent. He denied the suggestion that he worked for 100 days in 1978 and for 117 days in 1979. He also denied the suggestion that he did not work for 240 days in any year. The Assistant Manager of the Respondent-Corporation examined as M.W1 deposed that the workman herein was a casual employee on daily wage basis, that he had been engaged whenever there was work and that the workman worked for a total period of 100 days in 1978 and in 1979 he worked for a total period of 117 days and that 1980 onwards as there was no work the workman was not engaged and that in no year the workman worked for 240 days. In his cross-examination, M.W1 stated that on the basis of attendance register he deposed about the attendance of this workman. M.W2 is the Assistant Manager working since 9-10-1995. He deposed that during the years 1978 & 1979 he worked as Asstt. Grade-I in the Respondent-Corporation, that he knows the petitioner and that the petitioner was engaged as Gunny Clerk subject to availability of work, that the petitioner was engaged on 22-5-1978 depending upon the availability of work. Further, he deposed that the petitioner worked for 100 days in the year 1978 and for 117 days during the year 1979 and that the petitioner worked for 117 days during the preceding 12 months i.e. during the period from 11-12-1978 to 12-12-1979 and that Ex.M1 is a statement showing the No. of days the petitioner worked in the respondent-Corporation and that statement was prepared basing on the wage sheets by the respondent-Corporation and that the petitioner worked control and he used to supervise his work. Exs.M2 to M14 are the wage sheets maintained by the Respondent Corporation with respect to payment of wages to the casual daily rated workmen. Exs. M2A and B, Ex.M3A, Ex.M4A, M5A, M6A, M7A, M7B, M8A, M9A, M9B, M10A, M11A, M12A, M13A and M14A, are the signatures of the petitioner workman in the said wage sheets Exs.M2 to M14, with regard to the receipt of wages by the petitioner. M.W2 further stated that the petitioner did not work for 240 days in any year and that alongwith the petitioner, other Gunny Clerks were also disengaged for want of work and that after dis-engagement of the peti-

tioner no new persons were engaged as Gunny Clerks. In his cross examination M.W2 stated that the petitioner worked intermittantly but not continuously. He denied the suggestion that the services of the petitioner and others were terminated to accommodate the person transferred from Madras Port.

11. It is clear from the above evidence of W.W1, M.W1 and M.W2 that the engagement of the petitioner was oral and his termination was also oral, and he was engaged on daily wage basis and his wages were being paid depending upon the No. of days he worked. He worked intermittantly as casual daily rated workman when there was work and he was disengaged when there was no work to be entrusted to him. The employment of this workman depended upon the availability of work in the Respondent-Corporation. The Petitioner, as W.W1 has categorically admitted that he was paid wages for the days he worked under the Respondent. Considering the circumstances that no written appointment order was given, that the workman was engaged intermittantly, that he was not engaged continuously that engaged on daily wages and his wages were paid depending upon the work No. of days he worked and that no written termination order was issued, it cannot be said that the workman in this reference was a regular employee of the respondent. On the other hand all these circumstances go to show that he was only a casual labourer engaged to meet the exigencies of work on any day. His engagement depended upon the availability of work on any particular day. M.Ws1 and 2 have categorically stated on oath that this workman was disengaged as there was no work to be entrusted to him. He was not employed on regular basis against a permanent vacancy. It is clear from the evidence on record that the petitioner was engaged as and when there was work to be attended in the respondent-Corporation and he was disengaged when there was no work. Therefore the discharge of the petitioner is a discharge simplicitor. It cannot be said that it has been motivated by vindictiveness or due to unfair labour practice on the part of the respondent. The petitioner was disengaged for want of work. Therefore the termination/discharge of the petitioner does not amount to 'retrenchment' as defined under Section 2(oo) of the Act.

12. The learned counsel for the petitioner-workman submits that the definition of 'retrenchment' under Section 2(oo) of the Act is comprehensive one intended to cover any action of the management to put an end to employment of an employee for any reason whatsoever and that the termination of daily rated workman also amounts to 'retrenchment'. He also relied on the decision in **L.ROBERT D' SOUZA vs. EXECUTIVE ENGINEER, SOUTHERN RAILWAY &**

ANOTHER (1982-I LLJ Page 330), wherein it is held that the 'termination of daily rated workman without complying with mandatory provisions under Section 25F amounts to 'retrenchment'. But this decision is not applicable to the facts of this case. In that case a Railway gangman worked continuously as daily rated workman for more than 26 years and he was transferred to various places during that period of 26 years and when he abstained from duty unauthorisedly the management held that his services were deemed to have been terminated. Under those circumstances, their Lordships of Supreme Court held that the termination of daily rated servant who worked for more than 26 years amounts to 'termination and his services cannot be terminated at the whims and fancies of the employer'. In the instant case the petitioner was engaged intermittently as and when there was work, on daily wage basis and he did not work continuously as seen from Ex.M1, statement showing the days the petitioner worked as a daily rated workman in the respondent-Corporation. Therefore, that decision is not applicable to the facts in this case and the non-engagement of the petitioner with effect from 12-12-1979 does not amount to 'retrenchment' as defined in Section 2(oo) of the Act. The observations of their Lordships of Supreme Court in SATYA-NARAYANA SHARMA AND OTHERS VS. NATIONAL MINERAL DEVELOPMENT CORPORATION LTD., & Others (1990-II LLJ 596) are relevant in this context. In that case daily rated workmen wanted regularisation of their services of the National Mineral Development Corporation. Their Lordships of Supreme Court held in para 4 thus : "We do not find any ground to interfere with the High Court's decision in view of the clear findings supported by evidence, that there are no vacancies or work available in the establishment for absorption of the petitioners and that for quite some time they have been continued on rolls and paid inspite of there being no work for them. On these facts, the question of directing their absorption and regularisation does not arise. The principle of regularisation of a daily rated workman and payment to him of the pay equal to that of a regular workman arises only when the daily rated workman is doing the same work as the regular workman and there being a vacancy available for him, he is not absorbed against it or not even paid the equal pay for the period during which the same work is taken from him". In the instant case it is in the evidence of M.Ws 1 & 2 that there is no clear vacancy or regular work for engaging this petitioner who is daily rated workman. Therefore in the absence of work and clear vacancy this daily rated workman cannot be engaged or continued in service as regular employee.

13. Even if it is taken for argument sake, that the termination of the workman in this case

amounts to 'retrenchment' as defined under Section 2(oo) of the Act, the retrenchment is not invalid for not complying with the provision of Section 25-F of the Act for the reason that the workman had not worked for 240 days continuously within 12 months preceding the date of termination/discharge i.e. 12-12-1979. Section 25F of the Act contains conditions precedent for retrenchment of a workman. It provides that no workman employed in any industry who has been in continuous service for not less than one year under the employment shall be retrenched by that employer until the workman has been given one month's notice etc. Under Section 25-B of the Act the period of one year of service is taken as 240 days of service in a period of 12 months preceding the date of termination. It is in the evidence of M.Ws. 1 & 2 that the workman herein did not work for 240 days and as such the Management need not follow the mandatory procedure prescribed under Section 25-F of the Act. Ex. M1 is the statement showing the number of days worked by the workman herein. This document has been prepared on the basis of the entries made in the attendance register maintained for the daily rated workman for the relevant period. As seen from this document, the petitioner-workman worked for 100 days in the year 1978 and 117 days in the year 1979. Admittedly the workman was disengaged with effect from 12-12-1979. As seen from this document during the period from 12-12-1978 to 11-12-1979 i.e. the period of 12 months preceding the date of termination, the petitioner workman did not work for 240 days. Therefore the respondent need not follow the mandatory provisions of Section 25F of the Act before the termination/retrenchment of the workman herein. The learned counsel for the petitioner submits that the Attendance Register based on which Ex. M1 is said to have been prepared, is not marked. It is in the evidence of M.Ws. 1 & 2 that the relevant attendance registers have been filed into this Tribunal as per the directions of this Tribunal and they are readily available for scrutiny. There is no cross-examination of M.Ws. 1 & 2 with reference to the entries in the attendance registers which are available in this Tribunal. Further respondent-Management has also produced and marked the wages registers Exs. M2 to M14 and relevant signatures in those wage registers are also marked. They have also been admitted by M.W. 2 who worked in that Section during the relevant period from 1976 to 1979. Hence I do not find any reason to reject the said entries in Ex. M1 statement.

14. The learned counsel for the workman next contends that the provisions under Section 25G & 25H of the Act are attracted even in cases where the workman worked for less than 240 days and as the management has not complied with the provisions under these two Sections, the retrenchment

of the petitioner is invalid. He also relied upon the decision in *Oriental Bank of Commerce Vs. Presiding Officer Central Government Industrial Tribunal & another* (1994 II LLJ Page 770) wherein it is held that "whether a person has completed the service of statutory period or not, he is however entitled to the benefits mentioned in Section 25-G and 25-H of the Act and as such if the retrenchment is to be made even of a person who has worked for less than the statutory period it has to be on the basis of 'first come last go' and when the management re-employs certain persons, the offer of re-employment had to be given to those who have been retrenched if they are willing to work." Section 25G of the Act provides procedure for retrenchment and it lays down that where any workman in any industrial establishment who is a citizen of India is to be retrenched and he belongs to a particular category of workman in that establishment, in the absence of any agreement between the employer and employee in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category only, but, for the reasons to be recorded, the employer can retrench any other workman. Section 25-H makes provision for re-employment of retrenched workman and it provides that where any workman is retrenched and an employer proposes to take into employment any person in such a manner as may be prescribed, given an opportunity to the retrenched workmen who are citizens of India to offer themselves for re-employment shall have preference over other persons. It is significant to note that these two Sections shall apply in case of retrenchment only. It has been held by me that the termination/discharge/non engagement of the workman in this case does not amount to retrenchment. Further even if it is taken, for arguments sake, that the termination of this workman amounts to retrenchment, the provisions of Sections 25-G and 25-H are not applicable for the facts in the present case. For application of Section 25-G of the Act, there must be evidence on record to show that the juniors of the retrenched employee were allowed to continue in employment and for application of the provisions under Section 25-H of the Act, there must be positive evidence on record to show that subsequent to his retrenchment, the management makes certain appointments to the same category and that he was not considered for re-employment. In the decision of *Oriental Bank of Commerce Vs. Presiding Officer, Central Government Industrial Tribunal & another* (1994-II LLJ Page 770) relied upon by the counsel for the workmen, the witnesses for the management themselves have categorically admitted that the juniors to the retrenched employee were allowed to continue in office and that retrenched employee was not given an opportunity for re-employment and that some others were appointed to the same post. But in the case on hand there is no pleading in the claim statement filed on behalf of the workman that his

juniors were allowed to continue in service while his services were terminated. It is simply pleaded in para 8 that the provisions of section 25G were not followed. In para 9 of the claim statements, it is averred that the respondent had employed several workmen in the category of the petitioner in this reference subsequent to the retrenchment and that the provisions under Section 25H are mandatory. But the details of the juniors who were allowed to continue in service and the details of the employees who are said to have been employed subsequent to the retrenchment of the workman are not mentioned. It is only a bad averment. In his evidence as W.W. 1 the petitioner-workman stated thus: "I do not know how many people were employed in the category of Gunny Clerks by the respondent during my tenure of service, that about 25 to 30 workmen were brought by the respondent from the Madras Port Operations and they were employed in our places in the category of Clerks. They were brought on 12-12-1979 i.e. the date on which our services were terminated. He further stated in his cross-examination that he could not give the names of persons who were appointed after his termination and that he does not know whether any new persons were taken into employment as gunny clerks by the respondent. Thus the details of the juniors that were said to have been continued in service and the details of the employees that were said to have been employed subsequent to 'retrenchment' of the petitioner are not spoken to by the petitioner as W.W. 1. It is in the positive evidence of M.W. 2 that all the casual gunny clerks were disengaged along with the petitioner and that after disengagement of the petitioner no new employees were taken into service. He further stated that except the employees who came under transfer from their Madras Office no other persons were engaged on casual basis. Therefore it cannot be said that the respondent violated the statutory provisions under Section 25-G & 25-H of the Act.

15. It is contended on behalf of the workman that some employees from Food Corporation of India Port Operations, Madras Office were brought to Visakhapatnam and that only to accommodate them the workmen under this reference and others were terminated. There is no pleading to that effect in the claim statement filed on behalf of the workman. Further it is in the evidence of M.W. 2, that regular employees working in F.C.I. are transferable from one place to another and that some regular employees were transferred from Madras Office of Food Corporation of India to the Respondent at Visakhapatnam and that except those regular employees who have been transferred from Madras, no other person was engaged on casual basis. Thus the regular employees who have been transferred from Madras Office, have been accommodated in the respondent's office at Visakhapatnam. It cannot be said that to accommodate those

regular transferred employeets, the workman and others were retrenched.

16. It is also contended by the learned counsel for the petitioner that seniority list of workers is not maintained and published and therefore it cannot be said that the workman herein is junior most ~~to~~ be retrenched. As earlier stated the termination of the workman herein does not amount to retrenchment further M.W. 1 deposed that the seniority list is maintained in respect of only permanent employees and that no list is being maintained with regard to the casual employees or daily rated employees. Further under the circumstances of this case the non-maintenance or publication of seniority list of daily-rated employees is not material and relevant as the termination/discharge of the services of the workman in this case is not on account of surplus age but only for want of work.

17. Exs. W1 & W2 are the counter affidavit and reply filed before the Hon'ble High Court of A.P. in the earlier W.P. No. 5641/92. But the said documents would not, in any way, throw any light for the disposal of the issues involved in this reference.

18. In the light of my above discussion, I hold on point No. 1 that the action of the management of Food Corporation of India, Port Operations Visakhapatnam in terminating the workman Sri A. Srinivas does not amount to 'retrenchment' and it is justified. The point is thus decided against the petitioner-workman and in favour of the respondent-Management.

19. POINT NO. 2 : This issue relates to the relief to be granted to the workman in this reference. In view of my finding on Point No. 1, the petitioner-workman is not entitled for any relief in this reference.

20. In the result, Award is passed stating that the termination of the workman A. Srinivas from service is just and legal and that the workman is not entitled for any relief. Reference is thus answered accordingly. The parties are directed to bear this costs.

Dictated to the Steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 10th day of January, 1996.

A. HANUMANTHU, Industrial Tribunal-I

#### APPENDIX OF EVIDENCE

Witnesses Examined for  
Petitioner :

W.W. 1 A. Srinivas  
Witnesses Examined for

Respondent :

M.W. 1 I. J. MURTHY  
M.W. 2 M. Thomas

#### DOCUMENTS MARKED FOR THE PETITIONER

Ex. W1 Xerox copy of counter-affidavit filed by W.W. 1 in WP No. 5641/92.

Ex. W2 Xerox copy of the reply to Ex. W1.

#### DOCUMENTS MARKED FOR THE RESPONDENT

Ex. M1 Statement showing the particulars of engagement of gunny/Gear Clerk month-wise; year-wise.

Ex. M2 Wage Sheet for the month of May, 1978.

Ex. M2A Signature of the petitioner in Ex. M2.

Ex. M3 Wage sheet for the month of June, 1978.

Ex. M3A Signature of the petitioner in Ex. M3.

Ex. M4 Wage sheet for the month of Sept., 1978.

Ex. M4A Signature of the petitioner in Ex. M4.

Ex. M5 Wage sheet for the month of Sept., 1978.

Ex. M5A Signature of the petitioner in Ex. M5.

Ex. M6 Wage sheet for the period from 16-10-78 to 31-10-78.

Ex. M6A Signature of Petitioner in Ex. M6.

Ex. M6B Signature of Petitioner in Ex. M6.

Ex. M7 Wage Sheet for the month of November, 1978.

Ex. M7A Signature of the Petitioner in Ex. M7.

Ex. M8 Wage sheet for the period from 11-1-79 to 15-1-79.

Ex. M8A Signature of the petitioner in Ex. M8.

Ex. M8B Signature of the petitioner in Ex. M8.

Ex. M9 Wage sheet for the period from 1-2-79 to 15-2-79.

Ex. M9A Signature of the petitioner in Ex. M9.

Ex. M9B Signature of the petitioner in Ex. M9.

Ex. M10 Wage sheet for the month of July, 1979.

Ex. M10A Signature of the petitioner in Ex. M10.

Ex. M11 Wage sheet for the month of Sept., 1979.

Ex. M11A Signature of the petitioner in Ex. M11.

Ex. M12 Wage sheet for the month of October, 1979.

Ex. M12A Signature of the petitioner in Ex. M12.

Ex. M13 Wage sheet for the month of November, 1979.

Ex. M13A Signature of the petitioner in Ex. M13.

Ex. M14 Wage sheet for the month of December, 1979.

Ex. M14A Signature of the petitioner in Ex. M14.